



AGENDA REPORT

Meeting Date: March 2, 2010
Item Number: G-13
To: Honorable Mayor & City Council
From: Scott Miller, Director of Administrative Services and CFO
Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: Resolution (1)
Agreements (3)

Item A. RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ACCEPTING A DONATION OF \$18,679.69 FROM THE FRIENDS OF THE PUBLIC LIBRARY/BETTY HARRIS, THE HELEN LOUISE JACKSON TRUST AND HOWARD AND ILAINE PACKMAN; AND, APPROPRIATING THESE FUNDS FOR VARIOUS LIBRARY OPERATIONS AND IMPROVEMENTS

RECOMMENDATION

Staff recommends that the City Council adopt the resolution accepting the donations from the Friends of the Public Library/Betty Harris, the Helen Louise Jackson Trust and Howard and Ilaine Packman and appropriate these funds as requested by the Beverly Hills Public Library.

INTRODUCTION

The City of Beverly Hills Public Library received donations from the 1) Helen Louise Jackson Trust (\$15,704.69), 2) Friends of the Library/Betty Harris (\$2,925) and 3) Howard and Ilaine Packman (\$50).

DISCUSSION

On December 16, 2008, Council approved a donation of \$75,000 from the Helen Louise Jackson Trust that was used for the purchase of new furnishings, new signage, shelving in the adult area of the library, an additional self service kiosk and some upgrades in the

Meeting Room North. The Library recently received the last disbursement of \$15,704.69 from the Helen Louise Jackson Trust which brings the final amount from the Trust to \$90,704.69. This final donation will be used for the restoration of the Niche Gallery on the second floor hallway of the Library.

With the recent budget cuts, the purchase of new books at the Roxbury Senior Library and the delivery of those materials to the site were eliminated. However, local donors, such as Betty Harris through the Friends of the Library have stepped forward to ensure valuable service continues. Ms. Harris' donation through the Friends of the Library for \$2,925.00 will go to the Library's operating budget to continue providing this valuable service. Throughout the years, Ms. Harris has made substantial contributions to the Library in support of the large type collection for children and adults.

Finally, the \$50.00 donated by Howard and Ilaine Packman will be used to purchase materials for the STAR Literacy program.

The total donation for Council's acceptance and appropriation is \$18,679.69. In order for the City to spend the monies donated by the benefactors, the funds need to be appropriated by City Council action into the appropriate accounts.

FISCAL IMPACT

These are donations and therefore would not have any fiscal impact.

Item B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND INTELLIBRIDGE PARTNERS FOR AN OPERATIONAL REVIEW OF CITY OF BEVERLY HILLS ACCOUNTING FUNCTIONS; AND,

APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$55,350 FOR THESE SERVICES

RECOMMENDATION

Staff recommends that the City Council approve the agreement between the City of Beverly Hills and Intellibridge Partners and approve a purchase order in a total not-to-exceed amount of \$55,350 for an operational review of City of Beverly Hills accounting functions.

INTRODUCTION

Intellibridge Partners conducts performance based operational reviews for governmental agencies. Their core accounting auditors have a combined 40 years of experience at the US Government Accounting Office, and also have staff from the California Bureau of State Audits and California Administrative Offices of the Courts.

DISCUSSION

The audit will identify operational enhancements and processing efficiencies within the Accounting division. Specifically targeted areas are organization, transaction processing, workflows, staffing internal controls, communication and reporting. The results of the operational review are expected to improve efficiency and internal controls.

FISCAL IMPACT

Funds are available in the Policy, Administration and Legal (PAL) Internal Service Fund (4801601-73120) for this purpose.

Item C. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MAINLINE INFORMATION SYSTEMS, INC. FOR THE REPLACEMENT OF THE CITY'S ENTERPRISE STORAGE SYSTEM; AND,

APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$324,500

RECOMMENDATION

The Information Technology Department (IT) recommends the following- 1) awarding of Bid No. 10-18 for replacement of the City's Enterprise Storage System (ESS) to the lowest responsible bidder; 2) approval of the agreement; and 3) approval of a purchase order to Mainline Information Systems in the not-to-exceed amount of \$324,500.

INTRODUCTION

As part of the overhaul of the City's Data Center, which began in 2001, the City purchased an Enterprise Storage System (ESS) that would be scalable, and provide for the anticipated storage needs through the life cycle of that System. That system is currently at the end of its useful life, and requires replacement.

The replacement of the current ESS includes an expansion of the City's storage capabilities to provide scalability and supportability for the anticipated information systems that are planned for implementation during the next five to seven years. This will ensure business continuity and maximum operability of the City's ESS and storage capabilities.

DISCUSSION

On January 29, 2010, the City released a Request for Proposals for replacement of the City's ESS referred to as Bid No. 10-25. On February 16, 2010 at 2:00 p.m., sealed bids were opened by the Deputy City Clerk.

Two (2) responses were received:

Vendor	Bid Amount
Mainline Information Systems	\$294,792.08
Provista Software International	\$498,500.38

Upon evaluation of the bid proposals to ensure accuracy of each proposal's bid pricing, IT determined that Mainline Information Systems was the lowest responsible bidder.

The purchase price for the ESS and related services is \$294,792.08. Moreover, IT requests an additional contingency amount of \$29,707.92 to cover the costs of any unanticipated additional data migration or system services, for a total not-to-exceed amount of \$324,500.

The total cost also includes a five-year manufacturer's system warranty, which based on current annual support fees, represents a \$44,400 annual operations savings to the department.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund (31410329-85050) for this purpose.

Item D. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND FOVEONICS IMAGING TECHNOLOGIES, INC. FOR MICROFILM, MICROFICHE AND APERTURE CARDS CONVERSIONS SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$162,384.57 FOR THE SERVICE

RECOMMENDATION

The Information Technology Department (IT) recommends the following: 1) awarding of Bid No. 10-24 for conversion services to the lowest responsible bidder; 2) approval of a contract; and 3) approval of a purchase order to Foveonics Imaging Technologies, Inc. in the not-to-exceed amount of \$162,384.57.

INTRODUCTION

As part of the City's Document Management Project which began in 2005, the City purchased the EMC Documentum document and records management solution to maintain all City records and archives. The City is actively using the system's Intranet-based records search, retrieval and archive functions.

In addition, the City commenced a comprehensive citywide document conversion effort to convert historical and business documents from hard copies to digital formats for input into the new system and availability to City staff for search and retrieval purposes.

DISCUSSION

The City's Community Development Department requires conversion of historical records stored in microfilm, microfiche and aperture card formats to electronic format, and subsequent integration of this data into EMC Documentum. The City also requires some level of indexing of these converted documents for search, retrieval and archive in the existing system.

To meet these requirements, the City released a Request for Bids on January 28, 2010 inviting proposals for conversion services related to the Community Development Department's microfilm, microfiche and aperture card format records, referred to as Bid No. 10-24. The sealed bids were opened on February 9, 2010 at 2:00 p.m. by the Deputy City Clerk.

Nine (9) responses were received:

	Vendor Name	Amount
1	Foveonics Imaging	\$ 162,384.57

2	HOV Services	\$ 200,692.52
3	BMI	\$ 239,201.00
4	FNTI	\$ 492,989.68
5	Technical Imaging systems, Inc.	\$ 546,150.80
6	Matrix	\$ 555,711.78
7	Raycom Data Technologies	\$ 811,467.16
8	Iron Mountain	\$ 812,531.25
9	Crowley	\$1,609,465.86

IT evaluated the proposals to ensure accuracy, responsiveness, and to rate the proposals based on the needs of the Community Development Department.

Of the nine responses, Foveonics Imaging Technologies (FIT) provided the lowest responsible bid. FIT is a leading provider of document management services and solutions and has demonstrated experience in both the public and private sectors.

The total cost of the agreement is \$162,384.57. This is part of the IT work plan for fiscal year 2009/2010.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technologies Internal Service Fund (31410335-85060) for this purpose.

Item E. APPROVAL OF A PURCHASE ORDER TO DATA SYSTEMS WORLDWIDE INC. (DSW) FOR NETWORK EQUIPMENT IN SUPPORT OF THE MUNICIPAL AREA NETWORK (MAN) EXPANSION TO THE BEVERLY HILLS UNIFIED SCHOOL DISTRICT(BHUSD) FACILITIES IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$59,180.73

RECOMMENDATION

The Information Technology Department (IT) recommends that the City Council approve a purchase order to DSW in a total not-to-exceed amount of \$59,180.73 for network equipment related to the City's MAN.

INTRODUCTION

On October 7, 2008, the City entered into Agreement no. 526-08 with Beverly Hills Unified School District (BHUSD or District) for hardware, software and professional services to bring the Municipal Area Network (MAN) to each of the five District facilities up to the point of connection. The MAN is the interconnection of networks within the City into a single larger network, comprised of a fiber optic backbone (ring) structure.

The equipment being purchased includes compact transceivers used to enable both telecommunications and data communications applications. These transceivers interface with the network switch to a fiber optic networking cable. Both the transceivers and the fiber optics are necessary components of the overall fiber optic structure.

IT researched the available options and selected Extreme Networks™ transceivers and fiber optic equipment.

DISCUSSION

The City received Western States Contracting Alliance (WSCA) pricing from the manufacturer, Extreme Networks, but in the process of performing due diligence, discovered that an alternate vendor could provide a greater value, for the same products, than that offered under WSCA pricing.

That alternate vendor is DSW, a premier networking company that has an extensive history servicing both government and private enterprise networking systems. In this instance, DSW has better pricing than the manufacturer's WSCA contract (State contract number AR1471).

The Beverly Hills Municipal Code, Section 3-2-205(c) allows purchases of supplies, equipment or services where competitive bid procedures have already been utilized, such as purchases from federal, state or county governments, including, state of California agencies, counties, cities, joint power agencies, special districts, and nonprofit agencies whose main purpose is to assist cities or other public entities. WSCA represents such a competitive bid process.

The total not-to-exceed amount of the purchase order is \$59,180.73. This purchase is part of the IT work plan for fiscal year 2009/2010.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technologies Internal Service Fund (4101503BHSD-85050) for this purpose.

Item F. APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$111,807.81 TO MAINLINE INFORMATION SYSTEMS FOR A LINEAR TAPE OPEN (LTO) STORAGE SYSTEM

RECOMMENDATION

The Information Technology Department (IT) recommends the following: 1) awarding of Bid No. 10-25 for the replacement and expansion of the City's IBM Linear Tape Open (LTO) Storage System to the lowest responsible bidder; and 2) approval of a purchase order to Mainline Information Systems.

INTRODUCTION

The City's current LTO-1 drives are at the end of their useful life, and needs to be replaced to ensure business continuity. Additionally, due to the increasing number of citywide systems and applications in use and the increase in data, upgrade of the LTO drives are required to ensure back-up and recovery of these systems and data.

IT researched the available options and selected the IBM System Storage™ TS1040 LTO-4 drive, designed to be installed in the IBM System Storage TS3500 Tape Library to offer high capacity and performance for the City's systems environment.

DISCUSSION

On January 19, 2010, the City released a Request for Bids, referred to as Bid No. 10-25, soliciting quotations for replacement of the City's IBM LTO System Storage. The sealed bids were opened by the City Clerk on February 10, 2010 at 2:00 p.m.

Eight (8) responses were received:

Vendor	Bid Amount
Advanced HPC, Inc.	\$184,411.31
CDW Government	\$226,013.85
Data Tech Computer Services, Inc.	\$111,807.81
Hie Electronics, Inc.	\$411,768.45
Logical Design, Inc.	\$168,855.86
Mainline Information Systems	\$130,801.94
Provista Software International	\$239,742.24
RC Electronics International	\$40,827.00

Upon evaluation of the bid quotations, results revealed that RC Electronics only bid on three items, Advanced HPC, CDW-Government, HIE Electronics quoted alternative solutions, and Data Tech Computer Services is not an authorized IBM Business Partner to sell new equipment and IBM warranties. Of the remaining qualified bids, Mainline Information Systems is the lowest responsible bidder.

The purchase price for the LTO replacement and expansion is \$130,801.94 which includes a five-year system warranty by the manufacturer.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund (31410329-85050) for this purpose.

Item G. APPROVAL OF A PURCHASE ORDER IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$81,425 TO HANSON BRIDGETT LLP FOR SPECIAL COUNSEL SERVICES

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in a total not-to-exceed amount of \$81,425 to Hanson Bridgett LLP for special counsel services.

INTRODUCTION

On March 11, 2009, Amendment no. 2 to Agreement no. 94-09 was approved by Council for Hanson Bridgett LLP to continue to provide special counsel services in connection with the City's benefit programs. The amendment continues the current agreement at the same rates and has also set the consideration to a not-to-exceed amount set forth in annual City purchase orders.

DISCUSSION

In December 2009, a request for warrant was issued for \$21,425 to fund special counsel services related to the cafeteria plan and health benefit issues. The issues are ongoing and are anticipated to increase through fiscal year 2009/2010. Staff is requesting an additional \$60,000 to fund the rest of the fiscal year.

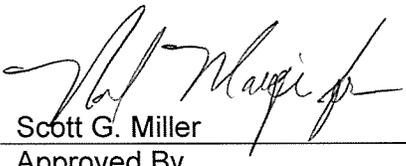
The amount requested will bring the total of the purchase order to \$81,425.

FISCAL IMPACT

Funds were budgeted and are available in the Policy, Administration and Legal Internal Service Fund (4800301-73250) for this purpose.



Noel Marquis
Finance Approval



Scott G. Miller
Approved By

RESOLUTION NO. 10-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
ACCEPTING A DONATION OF \$18,679.69 FROM THE FRIENDS OF THE
PUBLIC LIBRARY/BETTY HARRIS, THE HELEN LOUISE JACKSON
TRUST AND HOWARD AND ILAINE PACKMAN

The Council of the City of Beverly Hills does hereby resolve as follows:

Section. The City has received a donation from The Friends of The Public Library/Betty Harris, The Helen Louise Jackson Trust and Howard and Ilaine Packman to be used by the Beverly Hills Public Library for library operations and improvements.

Section 2. The donated funding is in the amount of \$18,679.69 will be deposited to the City General Fund.

Section 3. Appropriation of funds in the amount of \$18,679.69 is authorized as follows:

	<u>From</u>		<u>To</u>
\$18,679.69	0107708-46722 Library Donations	\$15,704.69	40080838-850400 Maintain Library Facility CIP
		\$925.00	0107704-71200 Borrower's Services Salaries –Part Time Seasonal/Hourly
		\$2,000.00	0107707-72100 Library Collection Service Books & Publications
		\$50.00	0107701-72100 Library Literacy Services Books & Publication

Section 4. The City hereby appoints the City Manager or his designee as agent of the City of Beverly Hills to accept the donated funding and to execute and submit all documents including, but not limited to purchase orders and payment requests, which may be necessary to complete Library purchases.

Section 5. The City Clerk shall certify to the adoption of the Resolution and shall cause the Resolution and his certification to be entered in the Book of Resolutions of the Council of the City.

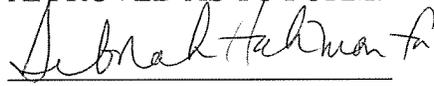
Adopted:

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

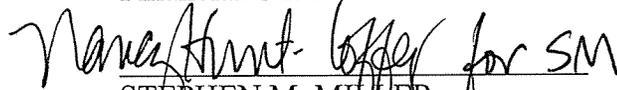


LAURENCE S. WIENER
City Attorney

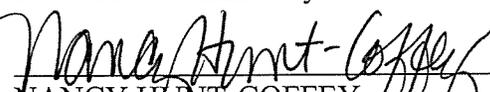
APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

SCOTT G. MILLER
Director of Administrative Services/ Chief
Financial Officer



STEPHEN M. MILLER
Director of Community Services



NANCY HUNT-COFFEY
Assistant Director of Community
Services/City Librarian

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
INTELLIBRIDGE PARTNERS FOR AN OPERATIONAL REVIEW OF
CITY OF BEVERLY HILLS ACCOUNTING FUNCTION(S)

NAME OF CONSULTANT:	IntelliBridge Partners
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Denise Callahan, Partner
CONSULTANT'S ADDRESS:	3000 S. Street, Suite 300 Sacramento, CA 95815 Attention: Denise Callahan, Partner
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Scott G. Miller Director of Administrative Services/ Chief Financial Officer
COMMENCEMENT DATE:	Upon receipt of a written Notice to Proceed
TERMINATION DATE:	March 18, 2011, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	\$55,350.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
INTELLIBRIDGE PARTNERS FOR AN OPERATIONAL REVIEW OF
CITY OF BEVERLY HILLS ACCOUNTING FUNCTION(S)

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and IntelliBridge Partners (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Services. CONSULTANT shall perform the Scope of Services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Services. Any changes in the Scope of Services by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Services must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and

installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. City may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Services.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict

in any manner with the performance of the Scope of Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Services required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance. A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically

stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Services. The CITY shall have the right to order, in writing, changes in the scope of services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20__ , at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

NANCY KRASNE
Mayor of the City of
Beverly Hills, California

[Signatures continue]

ATTEST:

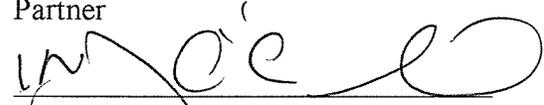
BYRON POPE
City Clerk

(SEAL)

CONSULTANT: INTELLIBRIDGE
PARTNERS



DENISE CALLAHAN
Partner



KEVIN O'CONNELL
Managing Partner

APPROVED AS TO FORM:

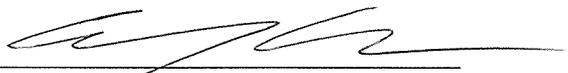


LAURENCE S. WIENER
City Attorney

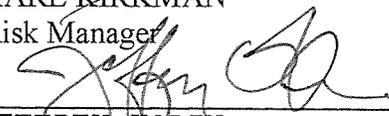
APPROVED AS TO CONTENT:



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer



KARL KIRKMAN
Risk Manager



JEFFREY KOLIN
City Manager

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

CONSULTANT shall perform an operational review on CITY accounting functions. The specific objective is to assess the efficiency and effectiveness of the accounting functions, especially in the areas of organization, transaction processing, workflows, staffing, internal controls, communication and reporting (“Project”).

The scope of this review shall examine the following areas:

- General ledger
- Accounts payable
- Accounts receivable (utility billing, licensing)
- Purchasing
- Cash handling
- Budgeting and accounting interface
- Payroll
- Month end closing
- Financial reporting

PHASE I: PLANNING

CONSULTANT shall develop a detailed implementation plan and schedule for the project. CITY and CONSULTANT shall hold an entrance conference to meet with appropriate CITY Management and Staff to discuss the project. The primary meeting objectives shall be to (1) confirm both parties' understanding of key study parameters such as scope, deliverables, project work plan and timelines, and (2) discuss the communication protocols, including review and approval points, that shall be used for the engagement. CONSULTANT shall use this time to gather any necessary information, including documents and contact information.

PHASE II: IMPLEMENTATION

Following the Planning Phase, CONSULTANT shall begin the Implementation Phase of the project. Data collection techniques shall include reviewing the organizational structure of the accounting function, defined roles and responsibilities of staff within the function, accounting policies and procedures, interviewing employees and key stakeholders of the accounting function(s) regarding the efficiencies and the effectiveness of the function.

Key tasks:

- Identify whether the CITY operates a centralized or decentralized accounting function, and additionally who within the CITY is responsible for the oversight of the accounting function and/or functions.

- Assess the staffing levels of the accounting function(s) and whether they are appropriate and provide for proper segregation of duties between the functions responsibilities.
- Assess staffing roles and responsibilities within the functions to determine their alignment with job descriptions and additionally whether current roles and responsibilities provide for optimal operational efficiencies.
- Review account staff skill sets and workloads to determine if they are appropriate.
- Review policies and procedures for sufficiency.
- Assess how the accounting function(s) ensures compliance to applicable policies and procedures, federal, state and local guidelines.
- Assess the services the accounting function(s) is providing to the CITY and the various CITY departments.
- Assess the services the accounting function(s) is actually providing to the CITY and the various CITY Departments.
- Develop matrix comparing the services being provided by the accounting function(s) and services that they are supposed to provide.
- Assess how each function carries out its processes and identify potential internal control weaknesses and operational efficiencies.
- Assess the systems impact on the accounting functions operations and determine if the system is being used to its capabilities.
- Review the CITY's chart of accounts and identify possible inefficiencies or redundancies.
- Identify strengths and weaknesses of the budgeting processes.
- Interview accounting staff, management and customers in an effort to gain their perspectives on what inefficiencies exist within applicable functions, why they exist and how they believe they could be corrected.
- Identify possible duplication of efforts within the accounting processes.
- Determine if journal entries are being prepared and entered in a timely and effective manner.
- Identify the causes and effects of possible delays in monthly closings.
- Assess the effectiveness of the communication protocols between the accounting function(s) and their customers.
- Develop metrics on the timeliness of accounting and budgeting processes, especially accounts payable, purchasing, and month end closing.
- Assess the circumstances for metrics that exceed industry benchmarks for cities.
- Evaluate the performance measures for alignment to the functions objectives and their ability to analyze the functions performance on the processes it is responsible for.
- Review financial systems reporting ability in an effort to identify potential opportunities for process efficiencies that might be gained through the review and use of additional reports.
- Develop recommendations to address operational inefficiencies and optimize operational efficiencies and effectiveness.

PHASE III: REPORTING

CONSULTANT shall issue a report on the agreed-upon work that shall include the following components:

- Results in Brief
- Principal Results, including but not limited to:
- Analysis of strengths, weaknesses, opportunities and threats to the CITY's accounting operations.
- Flow charts of major business processes, including the "as-is" process and the recommended "to-be" process.
- Analysis of the CITY's chart of accounts.
- Recommendations
- Implementation Plan with a proposed timeline.

SUMMARY

Proposed Project Timeline

03/08/10	Entrance Conference
3/08/10 - 3/12/10	Planning and Meeting coordination
03/13/10 - 03/19/10	Operational review (interviews, surveys, business process reviews)
03/19/10 - 04/02/10	Operational review (Documentation review and best practices analysis)
4/02/10	Exit conference
04/02/10 - 04/12/10	Prepare draft report and implementation plan
04/13/10 - 4/18/10	CITY comment period
4/22/10	Issuance of Final report

Deliverables

- Bi-weekly progress reports identifying work accomplished, work planned and any preliminary issues that have been identified
- Draft report
- Final report
- Implementation plan

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CONSULTANT for the satisfactory performance of services required by this Agreement in the amount of Fifty-Five Thousand Three Hundred Fifty Dollars (\$55,350).

CONSULTANT shall submit an invoice to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS	
					P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MAINLINE INFORMATION SYSTEMS, INC. FOR THE
REPLACEMENT OF THE CITY'S ENTERPRISE STORAGE
SYSTEM

NAME OF CONSULTANT:	Mainline Information Systems, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Sherrie Kishbaugh Vice President of Operations
CONSULTANT'S ADDRESS:	1700 Summit Lake Drive Tallahassee, FL 32317
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
COMMENCEMENT DATE:	Upon Notice to Proceed
TERMINATION DATE:	Upon Completion
CONSIDERATION:	\$324,500 (\$294,792.08 for equipment and services and \$29,707.92 for contingency)

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY FOR MICROFILM, MICROFICHE AND APERTURE
CARDS CONVERSION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Company, (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services.

(a) Consultant shall provide services on as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-18, attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be

entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General

Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or sub consultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement. . Consultant shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, Consultants and sub consultants shall hold the Information, which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties.

This section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

EXECUTED the ____ day of _____, 2010.

CITY OF BEVERLY HILLS
A Municipal Corporation

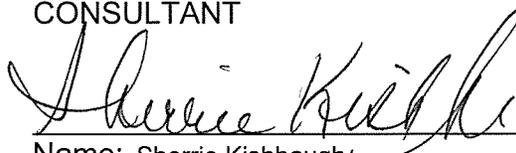
Nancy Krasne
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT



Name: Sherrie Kishbaugh
Title: Sr. Vice President of Operations

Name:
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

APPROVED AS TO FORM:

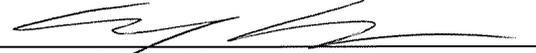


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide equipment and information technology services (the "Services") related to the replacement of the City's enterprise storage system as follows:

Equipment: IBM DS5100 STORAGE SYSTEM WITH FIVE (5) EXPANSION DRAWERS AND 300GB FC DRIVES (24TB RAW STORAGE)

ITEM #	PART #	DESCRIPTION	QTY.
HARDWARE/SOFTWARE/EQUIPMENT			
1	2101-200	Storage Solutions System	1
2	7188	Two -Side Mount 1-phase PDUs-Opt	1
3	9005	DS5000 Products Integrated in 2101-200 Rack	6
4	9188	Two -Side Mount 1-phase PDUs-Base	1
5	9300	U.S. English	1
6	9854	Pwr Cords, 1-ph NEMA L6-30	2
7	1818-51A	DS5100 Midrange Disk (Dual Controllers)	1
8	2031	16 GB Cache Memory	1
9	2050	2-Quad 4 Gbps Host Port Cards	1
10	2412	SW 4 Gbps SFP transceiver pair	4
11	7720	DS5000 Windows Host Kit	1
12	7731	DS5000 AIX/VIOS Host Kit	1
13	8901	DS5000 16-Storage Partitions	1
14	9202	Field Integrate	1
15	1818-D1A	EXP5000 Expansion Unit	5
16	2412	SW 4 Gbps SFP transceiver pair	5
17	5531	16-Pak 300 GB/15 DDM	5
18	5601	1m Fiber Optic Cable Multimode (LC-LC)	10
19	9019	Attach to DS5000	5
20	9201	Plant Integrate in 2101-200	5
21	1818-RS2	DS Remote Support Manager Model RS2	1
22	2514	Novell SUSE linux OS	1
23	9202	Field Integrate	1
24	6942-25B	5 Year Warranty Service Upgrade 24x7x4 Response	1
25	50	Request Proposal for Prices	1
26	4524	WSU Same Day 24x7x4 Response	1
27	172317X	1U 17in Flat Panel Monitor Console Kit w/o keyboard	1
28	40K5372	IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English	1
29	29R4978	5 Year Onsite Repair 24x7 4 Hour Response	1
30		Data migration tool (if any)	1
31		15 meter LC-LC Fiber Patch cable - plenum rated	8

Services Scope of work

Consultant shall provide the Services necessary to complete IBM Implementation Services for Disk Systems ServicePac Standard Implementation for DS5000 part number 6948-E84 and appropriate data migration services. The overall services shall include, but are not limited to the following:

- Task 1: Site survey and installation planning
 - a. Survey and recommend suitable location for install
 - b. Survey and recommend suitable environmental conditions
 - c. Survey and identify electrical requirements
- Task 2: Conduct a planning session to discuss the following topics
 - a. Array design
 - b. LUN requirements
 - c. Host connections
 - d. LUN assignments
 - e. Performance requirements
 - f. Data migration
- Task 3: Install and configure DS5100 with EXP5000 expansion units
 - a. Install DS5100 dual controllers in to the designated rack
 - b. Install five (5) EXP5000 expansion units
 - c. Install and connect arbitrated loop for expansion units
 - d. Assign customer provided IP address to each DS5100 controllers
 - e. Date, time and NTP configuration, if applicable
- Task 4: Connect the DS5100 with QLOGIC SB9200 SAN switch
 - a. Create required aliases and objects for DS5100 on the SAN switch
 - b. Establish best practice zoning configurations with hosts
- Task 5: Install and configure DS5000 Storage Manager Software
 - a. Install and configure DS5000 storage manager software on a designated workstation

- b. Perform firmware upgrade on the ESM and each DS5100 controllers
- c. Apply required licenses
- d. Configure email alerts for the DS5000 units

Task 6: Create RAID and LUNs

- a. Create required hot spares
- b. Create required RAID arrays and LUNs
- c. Create host connections and assign the appropriate LUNs to each host
- d. Establish best practice end to end connectivity
- e. Verify connectivity to each host and access to drives
- f. Perform backup of DS5000 configuration

Task 7: Perform required failover testing including but not limited to

- a. Power supply failure
- b. HBA failures
- c. DS5100 controller failures
- d. Disk failures

Task 8: Install and configure call home feature to IBM support

- a. Install and configure DS remote support manager
- b. Setup required call back information for IBM support
- c. Test alerts and IBM call backs

Task 9: Data Migration from IBM 2105-F20 SHARK to DS5100

- a. Conduct planning session regarding data migration
- b. Identify appropriate data migration tool
- c. Establish network and SAN requirements
- d. Establish migration methods and data verification methods
- e. Migrate up to four (4) TB of data of the following type
 - i. Migrate up to 16 hosts

- ii. Migrate up to 4 Microsoft SQL server database volumes
- iii. Migrate up to 1 Exchange 2007 server database volume
- iv. Migrate up to 1 DB2 server database volume running under AIX
- v. Migrate up to 2 Informix server database volumes running under AIX
- vi. Migrate up to 2 TSM server volumes running under AIX
- f. Provide knowledge transfer throughout the engagement
- g. Provide appropriate documentation

Task 10: Documentation and knowledge transfer to the customer

- a. Visio diagram of the solution
- b. Documentation of volume allocations to hosts
- c. Creation of RAID levels, zones and LUNs
- d. How to establish end to end connectivity with a host
- e. How to monitor system performance, system logs and usage
- f. IP addresses and access credentials.
- g. Applicable backup and restore operations
- h. Serial numbers, warranty information and technical support details

EXHIBIT A-1
REQUEST FOR PROPOSAL



January 29, 2010

NOTICE INVITING PROPOSALS FOR
THE REPLACEMENT OF THE CITY'S ENTERPRISE STORAGE SYSTEM
FOR THE CITY OF BEVERLY HILLS

BID No. 10-18

The City of Beverly Hills invites prospective Respondents to submit proposals for Replacement of the City's Enterprise Storage System. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 6:00 p.m. (Pacific) on Friday, January 29, 2010 and will be posted on the City's website. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on February 16, 2010, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be in writing, directed to the primary contact, Tania Schwartz, for response, and sent via e-mail to: tschwartz@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Nicole McClinton (mcclinton@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Bid No. 10-18 / Replacement of Enterprise Storage System
Attention: Tania Schwartz
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

REQUEST FOR PROPOSALS

Date of Request: January 29, 2010

Bid Number: 10-18

Item Description: The City of Beverly Hills is accepting proposals from qualified firms to provide a comprehensive Enterprise Storage System.

Question Period: Monday, February 1, 2010 through Friday, February 12, 2010 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: tschwartz@beverlyhills.org with a copy to mclinton@beverlyhills.org.

City's responses to requests and submissions of questions will take the form of Bid Addenda, which will be emailed and posted on the City's website within two business days of receipt.

Open Date: Tuesday, February 16, 2010, at 2:00 p.m. (Pacific)

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SECTION 1: MINIMUM QUALIFICATIONS

- 1-1. Respondent firms must have been in the business of providing information technology consulting services similar to those detailed in this RFP for at least five (5) years.
- 1-2. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.
- 1-3. Respondents must provide complete proposals. For detailed information, please see Sections 2, 4, 5 and 6 below or the bid will be considered non-responsive.
- 1-4. Respondents' quoted rates must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: GENERAL CONDITIONS

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via e-mail to: tschwartz@beverlyhills.org. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the information technology consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent's services in accordance with the requirements herein.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original Bid Form, including its Attachments, along with all other requested documentation as set forth in Section 6 of this RFP. In addition, the Respondent shall furnish, as an enclosure with the proposal, two executed originals of the Agreement as set forth in Attachment B to the Bid Form. The proposal and two signed originals of the Agreement shall be enclosed in a sealed envelope marked and addressed as required herein.
- 2-5. Bid Form & Agreement Signatures: If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

- 2-6. Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Bid No. 10-18 / Replacement of Enterprise Storage System

Attention: Tania Schwartz
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

- 2-7. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on February 16, 2010, via mail or in-person, at which time they will be opened and publicly read.
- 2-8. All requests for clarification or inquiries concerning the RFP must be directed to: to tschwartz@beverlyhills.org with a copy to nmcclinton@beverlyhills.org from February 1, 2010 through Friday, February 12, 2010 @ 12:00 p.m. (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's response to requests and submissions of questions will take the form of Bid Addenda, which will be emailed and posted on the City's website within two business days of receipt.
- 2-9. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City. Unauthorized conditions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.
- 2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-11. Respondents' quoted rates must be valid for not less than ninety (90) days after the Open Date.
- 2-12. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any proper or the selected Respondent. Proposers shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-13. This Request for Proposals, the Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-14. If the Respondent is a sole proprietorship, the contract shall be executed by the business owner personally. If the Respondent is a partnership, the contract shall be

executed by one of the partners that has authority to bind the partnership. If the Respondent is a corporation, the contract must be executed by two authorized signatories: the first must be one of the following: chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the Respondent is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to bind the entity.

- 2-15. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-16. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 3-1. The Respondent selected ("Consultant") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.
- 3-2. Consultant shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by the Agreement.
- 3-3. Consultant agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-4. Consultant shall require each of its sub-consultants or sub-consultants to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- 3-6. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-7. At all times during the term of the Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)

- 3-9. The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.
- 3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 3-11. Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.
- 3-12. Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: BACKGROUND INFORMATION

- 4-1. The City of Beverly Hills established a Mission Statement as an outward commitment to making development and enhancement of the City's technological infrastructure a priority. The Mission Statement included the following:
- Information Technology will be a leader among municipal Information Technology service providers.
 - In partnership with City departments, Information Technology will provide strategic vision for effective information systems.
 - Accomplishment of this mission will facilitate knowledge sharing and will result in satisfied customers.
- 4-2. As part of the overhaul of the City's Data Center, which began in 2001, the City purchased an Enterprise Storage System that would be scalable, and provide for the anticipated storage needs through the life cycle of that System. That system is currently at the end of its useful life, and requires replacement.
- The proposed replacement of the current Enterprise Storage System includes an expansion of the City's storage capabilities to provide scalability and supportability for the anticipated information systems that are planned for implementation during the next five to seven years.
- 4-3. The Department of Information Technology for the City of Beverly Hills invites consulting firms to submit written responses detailing their professional experience and history providing consulting services related to application development and application services for web-based activities in state and local government as set forth in this RFP.

SECTION 5: REQUIREMENTS

5-1 Scope of Services: The City requires a proposal that details the tasks and deliverables set forth in this RFP. The scope of services, including equipment, is set forth in Exhibit A to the Agreement and includes the following:

5-2 IBM DS5100 STORAGE SYSTEM WITH FIVE (5) EXPANSION DRAWERS AND 300GB FC DRIVES (24TB RAW STORAGE) / EQUIPMENT

- 5-2.1 One (1) Storage Solutions System part number 2101-200
- 5-2.2 One (1) Two -Side Mount 1-phase PDUs-Opt part number 7188
- 5-2.3 Six (6) DS5000 Products Integrated in 2101-200 Rack part number 9005
- 5-2.4 One (1) Two- Side Mount 1-phase PDUs-Base part number 9188
- 5-2.5 One (1) U.S. English part number 9300
- 5-2.6 Two (2) Pwr Cords, 1-ph NEMA L6-30 part number 9854
- 5-2.7 One (1) DS5100 Midrange Disk (Dual Controllers) part number 1818-51A
- 5-2.8 One (1) 16 GB Cache Memory part number 2031
- 5-2.9 One (1) 2-Quad 4 Gbps Host Port Cards part number 2050
- 5-2.10 Four (4) SW 4 Gbps SFP transceiver pair part number 2412
- 5-2.11 One (1) DS5000 Windows Host Kit part number 7720
- 5-2.12 One (1) DS5000 AIX/VIOS Host Kit part number 7731
- 5-2.13 One (1) DS5000 16-Storage Partitions part number 8901
- 5-2.14 One (1) Field Integrate part number 9202
- 5-2.15 Five (5) EXP5000 Expansion Unit part number 1818-D1A
- 5-2.16 Five (5) SW 4 Gbps SFP transceiver pair part number 2412
- 5-2.17 Five (5) 16-Pak 300 GB/15 DDM part number 5531
- 5-2.18 Ten (10) 1m Fiber Optic Cable Multimode (LC-LC) part number 5601
- 5-2.19 Five (5) Attach to DS5000 part number 9019
- 5-2.20 Five (5) Plant Integrate in 2101-200 part number 9201
- 5-2.21 One (1) DS Remote Support Manager Model RS2 part number 1818-RS2
- 5-2.22 One (1) Novell SUSE linux OS part number 2514
- 5-2.23 One (1) Field Integrate part number 9202
- 5-2.24 One (1) 1U 17in Flat Panel Monitor Console Kit w/o keyboard part number 172317X
- 5-2.25 One (1) Data migration tool (if any)
- 5-2.26 Eight (8) 15 meter LC-LC Fiber Patch cable - plenum rated

- 5-2.27 One (1) 5 Year Warranty Service Upgrade 24x7x4 Response part number 6942-25B
- 5-2.28 One (1) Request Proposal for Prices part number 50
- 5-2.29 One (1) WSU Same Day 24x7x4 Response part number 4524
- 5-2.30 One (1) IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English part number 40K5372
- 5-2.31 One (1) 5 Year Onsite Repair 24x7 4 Hour Response part number 29R4978

5-3 Services- The City is seeking a highly skilled consulting firm to provide IBM Implementation Services for Disk Systems ServicePac Standard Implementation for DS5000 part number 6948-E84 and appropriate data migration services. The overall services should include but not limited to the following services:

- 5-3.1 Site survey and installation planning
 - a. Survey and recommend suitable location for install
 - b. Survey and recommend suitable environmental conditions
 - c. Survey and identify electrical requirements
- 5-3.2 Conduct a planning session to discuss the following topics
 - a. Array design
 - b. LUN requirements
 - c. Host connections
 - d. LUN assignments
 - e. Performance requirements
 - f. Data migration
- 5-3.3 Install and configure DS5100 with EXP5000 expansion units
 - a. Install DS5100 dual controllers in to the designated rack
 - b. Install five (5) EXP5000 expansion units
 - c. Install and connect arbitrated loop for expansion units
 - d. Assign customer provided IP address to each DS5100 controllers
 - e. Date, time and NTP configuration, if applicable

- 5-3.4 Connect the DS5100 with QLOGIC SB9200 SAN switch
 - a. Create required aliases and objects for DS5100 on the SAN switch
 - b. Establish best practice zoning configurations with hosts
- 5-3.5 Install and configure DS5000 Storage Manager Software
 - a. Install and configure DS5000 storage manager software on a designated workstation
 - b. Perform firmware upgrade on the ESM and each DS5100 controllers
 - c. Apply required licenses
 - d. Configure email alerts for the DS5000 units
- 5-3.6 Create RAID and LUNs
 - a. Create required hot spares
 - b. Create required RAID arrays and LUNs
 - c. Create host connections and assign the appropriate LUNs to each host
 - d. Establish best practice end to end connectivity
 - e. Verify connectivity to each host and access to drives
 - f. Perform backup of DS5000 configuration
- 5-3.7 Perform required failover testing including but not limited to
 - a. Power supply failure
 - b. HBA failures
 - c. DS5100 controller failures
 - d. Disk failures
- 5-3.8 Install and configure call home feature to IBM support
 - a. Install and configure DS remote support manager
 - b. Setup required call back information for IBM support
 - c. Test alerts and IBM call backs
- 5-3.9 Data Migration from IBM 2105-F20 SHARK to DS5100
 - a. Conduct planning session regarding data migration

- b. Identify appropriate data migration tool
- c. Establish network and SAN requirements
- d. Establish migration methods and data verification methods
- e. Migrate up to four (4) TB of data of the following type
 - i. Migrate up to 16 hosts
 - ii. Migrate up to 4 Microsoft SQL server database volumes
 - iii. Migrate up to 1 Exchange 2007 server database volume
 - iv. Migrate up to 1 DB2 server database volume running under AIX
 - v. Migrate up to 2 Informix server database volumes running under AIX
 - vi. Migrate up to 2 TSM server volumes running under AIX
- f. Provide knowledge transfer throughout the engagement
- g. Provide appropriate documentation

5-3.10 Documentation and knowledge transfer to the customer

- a. Visio diagram of the solution
- b. Documentation of volume allocations to hosts
- c. Creation of RAID levels, zones and LUNs
- d. How to establish end to end connectivity with a host
- e. How to monitor system performance, system logs and usage
- f. IP addresses and access credentials.
- g. Applicable backup and restore operations
- h. Serial numbers, warranty information and technical support details

5-4. For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work with detailed deliverables and payment milestones for review and acceptance by City. Upon City review and approval, the scope of work, deliverables and payment schedule shall be made a part of the submitted proposal and be added to the Agreement as if originally set forth in full.

SECTION 6: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

- 6-1. Consultants interested in responding should submit a packet that includes the following:
 - 6-1.1 Bid Form. Complete and execute the attached Bid Form and its attachments (A, B and C).
 - 6-1.2 Agreement. Execute two copies of the Agreement.
 - 6-1.2.1.1 Detail Exhibit A – Detailed Scope of Services to be provided as required by Section 5.4
 - 6-1.2.1.2 Detail Exhibit B – Detailed Schedule of Rates and Payment and Deliverable Schedule for equipment and services as required by Section 5.4
 - 6-1.3 Company Description. A description of the company, including the organization's experience and history providing services to state and local government agencies.
 - 6-1.4 Experience. Provide a detailed description of related experience, which should include descriptions for specific projects and examples (e.g., URL, CD, DVD, etc.).
 - 6-1.5 References. Provide a listing of relevant professional references, including contact information. In addition, provide no less than 3 references of completed projects with similar size and scope.
 - 6-1.6 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement. If you would like to include sample materials, please limit them to hardcopies no larger than 50 pages, or CD / DVD submissions of any size.

PART 7: SELECTION PROCESS

- 7-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and the Scope of Services.
- 7-2. The City of Beverly Hills reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion.
- 7-4. The Respondent understands that it will be bound by its proposal as set forth in the bid forms, including the Agreement included therein, if Respondent is selected by the City and that selection is approved by the City Council.

SECTION IV - BID FORM
(Must be completed by Bidder)

The undersigned hereby submits this proposal and binds itself to execute a contract in the form provided for herein.

Having examined the agreement and the specifications referred to in this RFP and all conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in this Bid Document, including the general provisions of the RFP, at prices indicated below:

Company Name _____

Name of Proposer and Title: _____

Telephone _____ Address _____

Email address: _____

Total Amount of Bid Proposal: \$ _____

Payment Terms _____

Warranty _____ Exceptions or Deviations attached YES NO

Delivery _____ (Number of Days)

General:

1. F.O.B. All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.
2. Tax. All bid proposals shall be inclusive of tax at the rate of 9.75% when applicable.
3. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected by the City and that selection is approved by the City Council.
4. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
5. The Respondent acknowledges that it has received the following Addenda:

Addenda # _____

6. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

7. Respondents' quoted rates shall remain in effect for not less than ninety (90) days after the Open Date.

8. The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the Respondent's proposal before the award of the bid.

Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

BY SUBMITTING THIS DOCUMENT, THE RESPONDENT AGREES TO EXECUTE THE CITY'S STANDARD AGREEMENT IN THE FORM PROVIDED HEREIN. AFTER ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL AND THE ISSUANCE OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT, INCLUDING THE ATTACHED AGREEMENT, WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is **"NO BID"**, please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN (IN A SEALED ENVELOPE) IN PERSON OR VIA MAIL NO LATER THAN 2:00 P.M. (PACIFIC) ON FEBRUARY 16, 2010 TO:

**Bid No. 10-18 (Replacement of Enterprise Storage System)
Attention: Tania Schwartz
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**ATTACHMENT A TO BID FORM
PRICING SHEET**
(Must be completed by Bidder)

IBM DS5100 STORAGE SYSTEM WITH FIVE (5) EXPANSION DRAWERS AND 300GB FC DRIVES (24TB RAW STORAGE)

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	EXTENDED PRICE
HARDWARE/SOFTWARE/EQUIPMENT					
1	2101-200	Storage Solutions System	1		
2	7188	Two -Side Mount 1-phase PDUs-Opt	1		
3	9005	DS5000 Products Integrated in 2101-200 Rack	6		
4	9188	Two -Side Mount 1-phase PDUs-Base	1		
5	9300	U.S. English	1		
6	9854	Pwr Cords,1-ph NEMA L6-30	2		
2102-200 Price Subtotal					
7	1818-51A	DS5100 Midrange Disk (Dual Controllers)	1		
8	2031	16 GB Cache Memory	1		
9	2050	2-Quad 4 Gbps Host Port Cards	1		
10	2412	SW 4 Gbps SFP transceiver pair	4		
11	7720	DS5000 Windows Host Kit	1		
12	7731	DS5000 AIX/VIOS Host Kit	1		
13	8901	DS5000 16-Storage Partitions	1		
14	9202	Field Integrate	1		
1818-51A Price Subtotal					
15	1818-D1A	EXP5000 Expansion Unit	5		
16	2412	SW 4 Gbps SFP transceiver pair	5		
17	5531	16-Pak 300 GB/15 DDM	5		
18	5601	1m Fiber Optic Cable Multimode (LC-LC)	10		
19	9019	Attach to DS5000	5		
20	9201	Plant Integrate in 2101-200	5		
1818-D1A Price Subtotal					
21	1818-RS2	DS Remote Support Manager Model RS2	1		
22	2514	Novell SUSE linux OS	1		
23	9202	Field Integrate	1		
1818-RS2 Price Subtotal					
24	6942-25B	5 Year Warranty Service Upgrade 24x7x4 Response	1		
25	50	Request Proposal for Prices	1		
26	4524	WSU Same Day 24x7x4 Response	1		

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	EXTENDED PRICE
6942-25B Price Subtotal					
27	17231 7X	1U 17in Flat Panel Monitor Console Kit w/o keyboard	1		
28	40K53 72	IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English	1		
29	29R49 78	5 Year Onsite Repair 24x7 4 Hour Response	1		
30		Data migration tool (if any)	1		
31		15 meter LC-LC Fiber Patch cable - plenum rated	8		
32	6948- E84	IBM Implementation Services for Disk Systems ServicePac Standard Implementation for DS5000	1		
33		Data migration Services	1		
		Taxable total			
		Non Taxable Services total			
SHIPPING					
34	N/A	Shipping	N/A		
		Taxable Total			
		Non Taxable Total			
		Total = Taxable + Non taxable			

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
COMPANY FOR MICROFILM, MICROFICHE AND APERTURE
CARDS CONVERSION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Company, (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services.

(a) Consultant shall provide services on as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-18, attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. . All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall

include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or sub consultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement. . Consultant shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, Consultants and sub consultants shall hold the Information, which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties.

This section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

EXECUTED the _____ day of _____, 2010.

CITY OF BEVERLY HILLS
A Municipal Corporation

Nancy Krasne
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT

Name:
Title:

Name:
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide equipment and information technology services (the "Services") related to the replacement of the City's enterprise storage system as follows:

Equipment: IBM DS5100 STORAGE SYSTEM WITH FIVE (5) EXPANSION DRAWERS AND 300GB FC DRIVES (24TB RAW STORAGE)

ITEM #	PART #	DESCRIPTION	QTY.
HARDWARE/SOFTWARE/EQUIPMENT			
1	2101-200	Storage Solutions System	1
2	7188	Two -Side Mount 1-phase PDUs-Opt	1
3	9005	DS5000 Products Integrated in 2101-200 Rack	6
4	9188	Two -Side Mount 1-phase PDUs-Base	1
5	9300	U.S. English	1
6	9854	Pwr Cords,1-ph NEMA L6-30	2
7	1818-51A	DS5100 Midrange Disk (Dual Controllers)	1
8	2031	16 GB Cache Memory	1
9	2050	2-Quad 4 Gbps Host Port Cards	1
10	2412	SW 4 Gbps SFP transceiver pair	4
11	7720	DS5000 Windows Host Kit	1
12	7731	DS5000 AIX/VIOS Host Kit	1
13	8901	DS5000 16-Storage Partitions	1
14	9202	Field Integrate	1
15	1818-D1A	EXP5000 Expansion Unit	5
16	2412	SW 4 Gbps SFP transceiver pair	5
17	5531	16-Pak 300 GB/15 DDM	5
18	5601	1m Fiber Optic Cable Multimode (LC-LC)	10
19	9019	Attach to DS5000	5
20	9201	Plant Integrate in 2101-200	5
21	1818-RS2	DS Remote Support Manager Model RS2	1
22	2514	Novell SUSE linux OS	1
23	9202	Field Integrate	1
24	6942-25B	5 Year Warranty Service Upgrade 24x7x4 Response	1
25	50	Request Proposal for Prices	1
26	4524	WSU Same Day 24x7x4 Response	1
27	172317X	1U 17in Flat Panel Monitor Console Kit w/o keyboard	1
28	40K5372	IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English	1
29	29R4978	5 Year Onsite Repair 24x7 4 Hour Response	1
30		Data migration tool (if any)	1
31		15 meter LC-LC Fiber Patch cable - plenum rated	8

Services Scope of work

Consultant shall provide the Services necessary to complete IBM Implementation Services for Disk Systems ServicePac Standard Implementation for DS5000 part number 6948-E84 and appropriate data migration services. The overall services shall include, but are not limited to the following:

- Task 1: Site survey and installation planning
 - a. Survey and recommend suitable location for install
 - b. Survey and recommend suitable environmental conditions
 - c. Survey and identify electrical requirements
- Task 2: Conduct a planning session to discuss the following topics
 - a. Array design
 - b. LUN requirements
 - c. Host connections
 - d. LUN assignments
 - e. Performance requirements
 - f. Data migration
- Task 3: Install and configure DS5100 with EXP5000 expansion units
 - a. Install DS5100 dual controllers in to the designated rack
 - b. Install five (5) EXP5000 expansion units
 - c. Install and connect arbitrated loop for expansion units
 - d. Assign customer provided IP address to each DS5100 controllers
 - e. Date, time and NTP configuration, if applicable
- Task 4: Connect the DS5100 with QLOGIC SB9200 SAN switch
 - a. Create required aliases and objects for DS5100 on the SAN switch
 - b. Establish best practice zoning configurations with hosts
- Task 5: Install and configure DS5000 Storage Manager Software
 - a. Install and configure DS5000 storage manager software on a designated workstation

- b. Perform firmware upgrade on the ESM and each DS5100 controllers
- c. Apply required licenses
- d. Configure email alerts for the DS5000 units

Task 6: Create RAID and LUNs

- a. Create required hot spares
- b. Create required RAID arrays and LUNs
- c. Create host connections and assign the appropriate LUNs to each host
- d. Establish best practice end to end connectivity
- e. Verify connectivity to each host and access to drives
- f. Perform backup of DS5000 configuration

Task 7: Perform required failover testing including but not limited to

- a. Power supply failure
- b. HBA failures
- c. DS5100 controller failures
- d. Disk failures

Task 8: Install and configure call home feature to IBM support

- a. Install and configure DS remote support manager
- b. Setup required call back information for IBM support
- c. Test alerts and IBM call backs

Task 9: Data Migration from IBM 2105-F20 SHARK to DS5100

- a. Conduct planning session regarding data migration
- b. Identify appropriate data migration tool
- c. Establish network and SAN requirements
- d. Establish migration methods and data verification methods
- e. Migrate up to four (4) TB of data of the following type
 - i. Migrate up to 16 hosts

- ii. Migrate up to 4 Microsoft SQL server database volumes
- iii. Migrate up to 1 Exchange 2007 server database volume
- iv. Migrate up to 1 DB2 server database volume running under AIX
- v. Migrate up to 2 Informix server database volumes running under AIX
- vi. Migrate up to 2 TSM server volumes running under AIX
- f. Provide knowledge transfer throughout the engagement
- g. Provide appropriate documentation

Task 10: Documentation and knowledge transfer to the customer

- a. Visio diagram of the solution
- b. Documentation of volume allocations to hosts
- c. Creation of RAID levels, zones and LUNs
- d. How to establish end to end connectivity with a host
- e. How to monitor system performance, system logs and usage
- f. IP addresses and access credentials.
- g. Applicable backup and restore operations
- h. Serial numbers, warranty information and technical support details

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant for the satisfactory performance of services required by this Agreement as set forth herein.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

ATTACHMENT C TO BID FORM

NON-COLLUSION AFFIDAVIT FOR PROPOSER

I _____ declare and state the following:

1. That I am the (owner, partner, representative, or agent) of _____ hereinafter referred to as the Proposer.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. That the officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this ____ day of ____ 20 ____, at _____, California.

Signed: _____

Title: _____

ADDENDUM #2 FOR BID NO. 10-18

FEBRUARY 9, 2010

Let Date: January 29, 2010, 5:00 p.m. (PST)

Bid Number: 10-18

Item Description: The City of Beverly Hills is accepting proposals from qualified firms for the replacement of the City's Enterprise Storage System for the City of Beverly Hills

Open Date: Tuesday, February 16, 2010, at 2:00 p.m. (PST)

Question Period: Monday, February 1, 2010 through Friday, February 12, 2010 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: tschwartz@beverlyhills.org copy to nmccclinton@beverlyhills.org.

City's response to requests and submissions of questions will take the form of Addenda, which will be emailed to all firms on the bidder's list within two business days after receiving the question and will also be posted on the City's website.

NOTE TO VENDORS: The Q & A portion of this Addendum is cumulative. New question starts with question number 10.

Cumulative Q&A: Below is the cumulative list of questions and answers submitted by potential bidders.

- 1. Question:** What version of MSSQL server is executing on the 4 database servers?
Answer: MS SQL Enterprise 2000
- 2. Question:** Are the MSSQL database servers in a cluster?
Answer: No, stand-alone
- 3. Question:** Are the MSSQL database servers running on stand-alone servers or in VM sessions?
Answer: Stand-alone servers

4. **Question:** What version of TSM are you running?
Answer: TSM Version 5, Release 5
5. **Question:** What are the versions of AIX on the servers that own data to be migrated?
Answer: AIX 5300-09
6. **Question:** What version of firmware is executing on the Qlogic SB9200?
Answer: 7.8.0.8.0
7. **Question:** Are all hosts multipath connected to the Qlogic?
Answer: Yes
8. **Question:** Is there a specific timeframe that all data must be migrated to the new storage?
Answer: To be completed before June 30th, 2010
9. **Question:** Does all data to be migrated currently reside on SAN attached storage?
Answer: Yes
10. **Question:** Please provide as much information as possible on the table below in order to scope the data migration portion of bid 10-18.
Answer: Please see the red answers in table.

Server Information				
OS	Version	Qty. (TB/GB)	# of Images or LPARs	Clustering
AIX	5300-05	1 TB	No LPAR's; approximately 30 LUNs in the ESS for AIX systems	No clustering involved
Windows	Windows 2003 Enterprise	3 TB	Approximately 12 LUN's in the ESS for Windows systems	No clustering involved
Table continues on next page.				

Storage Environment Information	
Source Array (Vendor, Model, and TB)	4TB from IBM 2105-F20 (is this the only storage involved) Yes
Target Array (Vendor, Model, and TB)	IBM DS5100 Yes
SAN Switch	Qlogic 9000 Yes
Current Remote Copy Software	None used at this time
Current Multipathing Software	IBM SDD drivers, SDDPCM and SDDDSM
Current Virtualization Environment	None

ADDENDUM #1 FOR BID NO. 10-18

FEBRUARY 8, 2010

Let Date:	January 29, 2010, 5:00 p.m. (PST)
Bid Number:	10-18
Item Description:	The City of Beverly Hills is accepting proposals from qualified firms for the replacement of the City's Enterprise Storage System for the City of Beverly Hills
Open Date:	<u>Tuesday, February 16, 2010</u> , at 2:00 p.m. (PST)
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Answer: To be completed before June 30th, 2010
9. **Question:** Does all data to be migrated currently reside on SAN attached storage?
Answer: Yes

ADDENDUM #1 FOR BID NO. 10-18

FEBRUARY 8, 2010

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Answer: To be completed before June 30th, 2010
9. **Question:** Does all data to be migrated currently reside on SAN attached storage?
Answer: Yes

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant for the satisfactory performance of services and equipment required by this Agreement as set forth herein in the amount of \$294,792.08 as follows:

ITEM #	PART #	Description	Qty.	Mainline Extended Price
HARDWARE/SOFTWARE/EQUIPMENT				
1	2101-200	Storage Solutions System	1	\$ 4,850.00
2	7188	Two -Side Mount 1-phase PDUs-Opt	1	\$ 2,000.00
3	9005	DS5000 Products Integrated in 2101-200 Rack	6	\$ -
4	9188	Two -Side Mount 1-phase PDUs-Base	1	\$ -
5	9300	U.S. English	1	\$ -
6	9854	Pwr Cords, 1-ph NEMA L6-30	2	\$ -
2102-200 Price Subtotal				
7	1818-51A	DS5100 Midrange Disk (Dual Controllers)	1	\$ 23,650.00
8	2031	16 GB Cache Memory	1	\$ 17,600.00
9	2050	2-Quad 4 Gbps Host Port Cards	1	\$ 5,500.00
10	2412	SW 4 Gbps SFP transceiver pair	4	\$ 2,195.60
11	7720	DS5000 Windows Host Kit	1	\$ 687.50
12	7731	DS5000 AIX/VIOS Host Kit	1	\$ 3,850.00
13	8901	DS5000 16-Storage Partitions	1	\$ 9,900.00
14	9202	Field Integrate	1	\$ -
1818-51A Price Subtotal				
15	1818-D1A	EXP5000 Expansion Unit	5	\$ 16,500.00
16	2412	SW 4 Gbps SFP transceiver pair	5	\$ 2,744.50
17	5531	16-Pak 300 GB/15 DDM	5	\$ 100,740.75
18	5601	1m Fiber Optic Cable Multimode (LC-LC)	10	\$ 434.50

ITEM #	PART #	Description	Qty.	Mainline Extended Price
19	9019	Attach to DS5000	5	\$ -
20	9201	Plant Integrate in 2101-200	5	\$ -
1818-D1A Price Subtotal				
21	1818-RS2	DS Remote Support Manager Model RS2	1	\$ 3,740.00
22	2514	Novell SUSE linux OS	1	\$ -
23	9202	Field Integrate	1	\$ -
1818-RS2 Price Subtotal				
24	6942-25B	5 Year Warranty Service Upgrade 24x7x4 Response	1	\$ 57,075.01
25	50	Request Proposal for Prices	1	\$ -
26	4524	WSU Same Day 24x7x4 Response	1	\$ -
6942-25B Price Subtotal				
27	172317X	1U 17in Flat Panel Monitor Console Kit w/o keyboard	1	\$ 1,308.50
28	40K5372	IBM Keyboard with Integrated Pointing Device- 3m Cable - Black - USB - US English	1	\$ 84.50
29	29R4978	5 Year Onsite Repair 24x7 4 Hour Response	1	\$ 323.10
30		Data migration tool (if any)	1	\$ -
31		15 meter LC-LC Fiber Patch cable - plenum rated	8	\$ 5,000.00
32	6948-E84	IBM Implementation Services for Disk Systems ServicePac Standard Implementation for DS5000	1	\$ 5,000.00
33		Data migration Services	1	\$ 12,000.00
		Taxable total		\$ 201,108.95
		Non Taxable Services total		\$ 74,075.01
SHIPPING				
34	N/A	Shipping	N/A	\$ -
		Tax		\$ 19,608.12
		Total = Taxable + Non taxable+ tax		\$ 294,792.08

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

City may request additional services and equipment in an amount not to exceed \$29,707.92 in the discretion of the Chief Information Officer or his designee. Such services and/or equipment shall be approved in writing by the Chief Information Officer or his designee.

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
FOVEONICS IMAGING TECHNOLOGIES INC. FOR
MICROFILM, MICROFICHE AND APERTURE CARDS
CONVERSION SERVICES

NAME OF CONSULTANT:	Foveonics Imaging Technologies, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Michael DeTomasso Chief Financial Officer
CONSULTANT'S ADDRESS:	1 Industrial Way West, Building "D" Eatontown, New Jersey 07724
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210
COMMENCEMENT DATE:	Upon Notice to Proceed
TERMINATION DATE:	Upon Completion
CONSIDERATION:	\$162,384.57

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COMPANY FOR MICROFILM, MICROFICHE AND
APERTURE CARDS CONVERSION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Company, (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services.

(a) Consultant shall provide services on as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-24 , attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the

services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. . All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any

manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to

the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subconsultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement. . Consultant shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, Consultants and subconsultants shall hold the Information , which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties.

This section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except

as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

EXECUTED the _____ day of _____, 2010.

CITY OF BEVERLY HILLS
A Municipal Corporation

Nancy Krasne
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT

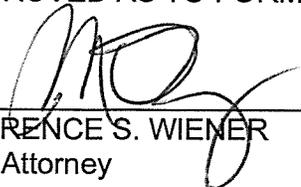
Michael V DeTommaso

Michael De Tommaso
Chief Financial Officer

G. DeTommaso

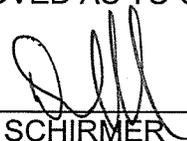
Gregory DeTommaso
Vice President of Sales and Marketing

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

Consultant shall provide document conversion services (the "Services") for microfilm, microfiche and aperture cards, related to the City's Document Backlog project. The Services shall include, but are not limited to the following:

Tasks/Objectives:

1. Provide project management for the conversion services provided to the City.
2. To scan Microfilm, Microfiche and Aperture Cards identified by the City of Beverly Hills.
3. To properly index these document conversions as specified by the City. All documents are either a Community Development department permit or Community Development department plan.
4. To input the scanned images into the City's EMC Documentum document and records management system.
5. To create and finalize the application for the scanned records in the City's EMC Documentum document and records management system.

Conversion Details:

Task 1: All film shall be scanned by default at bi-tonal (black & white) at 200 DPI. Higher resolutions may be required to ensure the legibility of the document. Conversions shall be compressed TIFF format.

Task 2: Consultant shall conduct all preparation necessary to scan and release records into the EMC system including but not limited to records pickup, transport, handling, transmittals, and removal from media's files, jackets or boxes, removal of clips, post it notes.

Task 3: Consultant shall conduct all post conversion activities including but not limited to records drop off, transport, handling, transmittals, and inputting back into media's files, jackets or boxes, placing of clips, post it notes and transmit records back to the City in the same condition and sequence.

Task 4: Consultant shall ensure that all scanned documents are fully accessible and functional with all available features within the City's existing EMC Documentum ApplicationXtender/WebXtender applications.

Task 5: Consultant shall perform the conversion project in three phases:

- (a) Microfilm
- (b) Microfiche
- (c) Aperture Cards

Task 6: Consultant shall implement and monitor Quality Control procedures to ensure full conversion meets the Client's expectations. Prior to full conversion, Consultant shall perform sample testing for microfilm, microfiche, and aperture cards to ensure conversions meet City's full satisfaction.

Task 7: Consultant shall return the physical media to the City once film has been converted, uploaded and approved.

Task 8: Documents for conversion by description are as follows:

Document Description (Category/Type)	Location	# Images Category/Type)	Size
Microfilm	Community Development Dept.	500,000	16mm 35mm
Microfiche	Community Development Dept.	1,402,000	16mm 35mm
Aperture Cards	Community Development Dept.	95,000	

Task 9: Consultant shall create and upload conversions into a separate application in the EMC Documentum software called COMDEV—BS_FILM.

Task 10: Once conversion is completed, Consultant shall merge/copy the COMDEV—BS_FILM application into the department's master application "COMDEV—PROJECT_FILES" for search, view, print and other Documentum AX functionality.

Task 11: Consultant shall index all document conversions with the values as specified:

-Table appears on next page-

Application Name: COMDEV—BS_FILM						
#	Field Name	Required	Format	Field Length	Example	Notes
1	PERMIT NUMBER	No	Text	15	12312312	Leave blank if unknown
2	ADDRESS-NUMBER	Yes	Text	40	12345	Use address on first page of document
3	ADDRESS – STREET/DIRECTION	Yes	Text	30	Wilshire N.	Drop down UDL for street name and direction.
4	ADDRESS-UNIT/SUITE	No	Text	7	108	Leave blank if no info is found
5	NUMBER (ORD/AGR/RESO)	No	Numeric	10	1234567897	Not required
6	DOC TYPE	Yes	Text	28	UDL	Shall be either "PLANS" or "PERMITS" from drop down UDL
7	FILE CLASSIFICATION	No	Text	25	UDL	Not required
8	DESCRIPTION	Yes	Text	60	Smith Remodel	"Plans" description found in the title block on first page. "Permits" description found at top of document after the word "description:"
9	INTERNAL	Yes	Text	3	NO	Shall be default "NO" value.
10	DATE	Yes	Date	10	mm/dd/yyyy	Use the date found on the first page in the Document.

City Responsibilities include:

Task 1: Coordinating the pickup of microfiche, microfilm and aperture cards via transmittal sheets. Consultant and City shall both sign transmittals upon pickup and delivery of all documents.

Task 2: City shall review the images completed by Consultant and notify Consultant of any issues within 6 weeks of the project completion date. Consultant shall review and remedy all issues within 3 weeks of receipt or in such other time-frame agreed to by City.

EXHIBIT A-1
REQUEST FOR PROPOSAL



January 28, 2010

**NOTICE INVITING PROPOSALS FOR
THE COMMUNITY DEVELOPMENT DEPARTMENT'S MICROFILM, MICROFICHE AND APERTURE CARDS
CONVERSION SERVICES FOR THE CITY OF BEVERLY HILLS**

BID No. 10-24

The City of Beverly Hills invites prospective Respondents to submit proposals for the conversion services related to the City's Building and Safety microfilm, microfiche and aperture cards. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective Respondents via e-mail at 5:00 p.m. (Pacific) on Thursday, January 28, 2010. This RFP will also be located on the City's website. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on February 9, 2010, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

All requests for clarification or inquiries concerning the RFP must be directed to the primary contact, Mark Geddes, for response, and sent via e-mail to: mgeddes@beverlyhills.org in accordance with the timeline set forth herein. To ensure a timely response, please copy the secondary contact, Tania Schwartz (tschwartz@beverlyhills.org) on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for IT Consulting Services: Bid No. 10-24
Attention: Mark Geddes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

REQUEST FOR PROPOSALS

Date of Request: January 28, 2010

Bid Number: 10-24

Item Description: The City of Beverly Hills is accepting proposals from qualified firms to provide conversion services related to the City's Building and Safety microfilm, microfiche and aperture cards.

Question Period: Monday, February 1, 2010 through Monday, February 8, 2010 @ 12:00 p.m. (Pacific). All inquiries must be received via e-mail during this period. Emails must be sent to: mgeddes@beverlyhills.org copy to tschwartz@beverlyhills.org.

City's response to requests and submissions of questions will take the form of an Addenda, which will be emailed by next business day after receiving the question within the question period to all firms that were sent the Request for Proposals along with those firms that submitted questions and will also be posted on the City's website.

Open Date: Tuesday, February 9, 2010, at 2:00 p.m. (Pacific)

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SECTION 1: MINIMUM QUALIFICATIONS

- 1-1. Respondent firms must have been in the business of providing conversion services in microfilm, microfiche and aperture cards films into EMC Documentum application Xtender software systems for at least five (5) years.
- 1-2. Respondent must provide no less than 3 references of completed projects with similar size and scope.
- 1-3. Respondents must have extensive experience servicing federal, state, and/or local government, and must provide a client history to demonstrate that it has had comparable service experience.
- 1-4. Respondents must provide complete proposals. For detailed information, please see Sections 2, 4, 5 and 6 below or the bid will be considered non-responsive.

SECTION 2: GENERAL CONDITIONS

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request to Mark Geddes sent via e-mail to: mgeddes@beverlyhills.org. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the information technology consulting services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent to request additional compensation.
- 2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent's services in accordance with the requirements herein.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original Bid Form, including its Attachments, along with all other requested documentation as set forth in Section 6 of this RFP. In addition, the Respondent shall furnish two executed copies of the Agreement as set forth in Attachment B to the Bid Form. The proposal shall be enclosed in a sealed envelope marked and addressed as required herein
- 2-5. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.
- 2-6. Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Proposal for IT Consulting Services: Bid No. 10-24
Attention: Mark Geddes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

- 2-7. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on February 9, 2010, via mail or in-person, at which time they will be opened and publicly read.
- 2-8. All requests for clarification or inquiries concerning the RFP must be directed to: mgeddes@beverlyhills.org with a copy to tschwartz@beverlyhills.org from Monday, February 1, 2010 through Monday, February 8, 2010 @ 12:00 p.m. (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's response to requests and submissions of questions will take the form of an Addenda, which will be emailed by next business day after receiving the question within the question period to all firms that were sent the Request for Proposals along with those firms that submitted questions and will also be posted on the City's website.
- 2-9. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City. Unauthorized conditions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.
- 2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-11. Respondents' quoted rates must be valid for not less than ninety (90) days after the Open Date.
- 2-12. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any proper or the selected Respondent. Proposers shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-13. This Request for Proposals, the Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-14. If the Respondent is a sole proprietorship, the contract shall be executed by the business owner personally. If the Respondent is a partnership, the contract shall be executed by one of the partners that have authority to bind the partnership. If the Respondent is a corporation, the contract must be executed by two authorized signatories: the first must be one of the following: chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the Respondent is a joint venture, the contract must be executed on behalf of each participating firm by

officers or other individuals who have the full and proper authorization to bind the entity.

- 2-15. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-16. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS

- 3-1. The Respondent selected ("Consultant") shall at all times during the term of the resulting Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.
- 3-2. Consultant shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by the Agreement.
- 3-3. Consultant agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.
- 3-4. Consultant shall require each of its sub-consultants or sub-consultants to maintain insurance coverage which meets all of the requirements of the Agreement.
- 3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.
- 3-6. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.
- 3-7. At all times during the term of the Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on a form satisfactory to the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

SECTION 3: INSURANCE AND INDEMNIFICATION REQUIREMENTS (CONT'D)

- 3-9. The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.
- 3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 3-11. Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.
- 3-12. Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: BACKGROUND INFORMATION

4-1. Conversion

As part of the City's Document Management Project, which began in 2005, the City purchased EMC Documentum Solution for all City records and archives. The City is actively using the system for its online records, search, retrieval and archive functions. The City's Community Development Department requires conversion of historical records into the system including microfilm, microfiche and aperture cards.

4-2 Indexing

The City also requires some level of indexing of these converted documents for search, retrieval and archive in the existing system.

SECTION 5: REQUIREMENTS

5-1 Scope of Services: The City requires a proposal that details the tasks and deliverables set forth in this RFP. The scopes of services is set forth in Exhibit A to the Agreement and include the following:

5.2 Management/Conversion Services: Provide project management for the conversion services provided to the City, scan microfilm, microfiche and aperture cards identified by the City of Beverly Hills. Index these document conversions as specified by the City. All documents are either a Community Development department permit or Community Development department plan. Input scanned images into the City's EMC Documentum document and records management system. Create and finalize the application for the scanned records in the City's EMC Documentum document and records management system.

All scanning and conversion services can be completed offsite. All film shall be scanned by default at bi-tonal (black & white) at 200 DPI. Higher resolutions may be required to ensure the legibility of the document. Conversions shall be compressed TIFF format. Consultant shall complete all pre-preparation and post-preparation of microfilm, microfiche, and aperture cards. Consultant shall ensure that all scanned documents are fully accessible and functional with all available features within the Documentum ApplicationXtender/WebXtender applications. Consultant shall create and upload conversions into a separate application in the EMC Documentum software called COMDEV—BS_FILM. Once conversion is completed, Consultant shall merge/copy the COMDEV—BS_FILM application into the department's master application "COMDEV—PROJECT_FILES" for search, view, print and other Documentum AX functionality. Consultant shall perform the conversion project in three phases: Microfilm, Microfiche and Aperture Cards. Documents for conversion by description are as follows:

Document Description (Category/Type)	Location	# Images Category/Type)	Size
Microfilm	Community Development Dept.	1,402,000	16mm 35mm
Microfiche	Community Development Dept.	732,000	16mm 35mm
Aperture Cards	Community Development Dept.	85,000	

5-3 Indexing Services: Consultant shall index all document conversions with the values as specified below:

Application Name: COMDEV—BS_FILM						
#	Field Name	Required	Format	Field Length	Example	Notes
1	PERMIT NUMBER	No	Text	15	123123123	Leave blank if unknown
2	ADDRESS-NUMBER	Yes	Text	40	12345	Use address on first page of document
3	ADDRESS – STREET/DIRECTION	Yes	Text	30	Wilshire N.	Drop down UDL for street name and direction.
4	ADDRESS-UNIT/SUITE	No	Text	7	108	Leave blank if no info is found
5	NUMBER (ORD/AGR/RESO)	No	Numeric	10	1234567897	Not required
6	DOC TYPE	Yes	Text	28	UDL	Shall be either “PLANS” or “PERMITS” from drop down UDL
7	FILE CLASSIFICATION	No	Text	25	UDL	Not required
8	DESCRIPTION	Yes	Text	60	Smith Remodel	“Plans” description found in the title block on first page. “Permits” description found at top of document after the word “description:”
9	INTERNAL	Yes	Text	3	NO	Shall be default “NO” value.
10	DATE	Yes	Date	10	mm/dd/yyyy	Use the date found on the first page in the Document.

5-4 Quality Control: Consultant shall implement and monitor Quality Control procedures to ensure full conversion meets the City’s expectations. Prior to full conversion, Consultant shall perform sample testing for microfilm, microfiche, and aperture cards to ensure conversions meet City’s full satisfaction. Consultant shall return the physical media to the City once film has been converted, uploaded and approved.

5-5 City Responsibilities: City tasks include, coordinating the pickup of microfiche, microfilm and aperture cards via transmittal sheets. Consultant and City shall both sign transmittals upon pickup and delivery of all documents. City shall review the images completed by Consultant and notify Consultant of any issues within 6 weeks of the project completion date. Consultant shall review and remedy all issues within 3 weeks of receipt or in such other time-frame agreed to by City.

5-6 For all work to be completed under this Agreement, Consultant shall provide a detailed scope of work with detailed deliverables and payment milestones for review and acceptance by City. Upon City review and approval, the scope of work, deliverables and payment schedule shall be made a part of the submitted proposal and be added to the Agreement as if originally set forth in full.

SECTION 6: FORMAT OF RESPONSE / PROPOSAL

(Label and include the following sections/subsections in the proposal. Number each page individually and provide a table of contents.)

6-1. Consultants interested in responding should submit a packet that includes the following:

6-1.1 Bid Form. Complete and execute the attached Bid Form and its attachments (A, B and C).

6-1.2 Agreement. Execute two copies of the Agreement.

6-1.3 Company Description. A description of the company, including the organization's experience and history providing services to state and local government agencies.

6-1.4 Experience. Provide a detailed description of related experience, which should include descriptions for specific projects and examples (e.g., URL, CD, DVD, etc.).

6-1.5 References. Provide a listing of relevant professional references, including contact information. In addition, provide no less than 3 references of completed projects with similar size and scope.

6-1.6 Additional Materials. Include any additional materials that may be relevant to a determination of suitability for the engagement. If you would like to include sample materials, please limit them to hardcopies no larger than 50 pages, or CD / DVD submissions of any size.

PART 7: SELECTION PROCESS

- 7-1. The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and the Scope of Services.
- 7-2. The City of Beverly Hills reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-3. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion.
- 7-4. The Respondent understands that it will be bound by its proposal as set forth in the bid forms, including the Agreement included therein, if Respondent is selected by the City and that selection is approved by the City Council.

SECTION IV - BID FORM
(Must be completed by Bidder)

The undersigned hereby submits this proposal and binds itself to execute a contract in the form provided for herein.

Having examined the agreement and the specifications referred to in this RFP and all conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, supplies, equipment or services set forth herein subject to all conditions outlined in this Bid Document, including the general provisions of the RFP, at prices indicated below:

Company Name _____

Name of Proposer and Title: _____

Telephone _____ Address _____

Email address: _____

Total Amount of Bid Proposal: \$ _____

Payment Terms _____

Warranty _____ Exceptions or Deviations attached YES NO

Delivery _____ (Number of Days)

General:

1. F.O.B. All prices of the bid shall be F.O.B. destination Beverly Hills, California; and delivery to any point within Beverly Hills shall be without additional charge.
2. Tax. All bid proposals shall be inclusive of tax at the rate of 9.75% when applicable.
3. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected by the City and that selection is approved by the City Council.
4. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
5. The Respondent acknowledges that it has received the following Addenda:

Addenda # _____

6. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

7. Respondents' quoted rates shall remain in effect for not less than ninety (90) days after the Open Date.

8. The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the Respondent's proposal before the award of the bid.

Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

BY SUBMITTING THIS DOCUMENT, THE RESPONDENT AGREES TO EXECUTE THE CITY'S STANDARD AGREEMENT IN THE FORM PROVIDED HEREIN. AFTER ACCEPTANCE AND AWARD OF THE BID BY THE CITY COUNCIL AND THE ISSUANCE OF A WRITTEN PURCHASE ORDER EXECUTED BY A PROPER OFFICER OF THE CITY, THIS DOCUMENT, INCLUDING THE ATTACHED AGREEMENT, WILL CONSTITUTE THE LEGAL CONTRACT BETWEEN THE CITY AND THE SUCCESSFUL BIDDER.

If your response is "**NO BID**", please explain below:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: _____
Print Name

Signature

Title

Date

PLEASE RETURN (IN A SEALED ENVELOPE) IN PERSON OR VIA MAIL NO LATER THAN 2:00 P.M. (PACIFIC) ON FEBRUARY 9, 2010 TO:

**Proposal for IT Consulting Services: Bid No. 10-24
Attention: Mark Geddes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

**ATTACHMENT A TO BID FORM
PRICING SHEET**
(Must be completed by Bidder)

Conversion Services

#	Document Description (Category/Type)	Location	# Images Category/Type)	Size	Cost Per Item	Total Cost
1	Microfilm	Community Development Dept.	1,402,000	16mm 35mm		
2	Microfiche	Community Development Dept.	732,000	16mm 35mm		
3	Aperture Cards	Community Development Dept.	85,000			
Total Conversion Cost						

Indexing Services

The costs shall include all documents identified above.

#	Field Name	Required	Format	Field Length	Indexing Cost
1	ADDRESS-NUMBER	Yes	Text	40	
2	ADDRESS – STREET/DIRECTION	Yes	Text	30 (UDL)	
3	DOC TYPE	Yes	Text	28	
4	DESCRIPTION	Yes	Text	60	
5	INTERNAL	Yes	Text	3	
6	DATE	Yes	Date	10	
Total Indexing Cost					

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND COMPANY FOR MICROFILM, MICROFICHE AND
APERTURE CARDS CONVERSION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Company, (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided as set forth in Exhibit A, attached hereto and incorporated herein by this reference (the "Services").

B. Consultant represents that it is qualified and able to perform the Services in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services.

(a) Consultant shall provide services on as more particularly described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("Scope of Work"). City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by Consultant must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

(b) Consultant shall comply with the terms of the Request for Proposal 10-24 , attached hereto and incorporated herein by this reference as Exhibit A-1 ("RFP"). If there are any terms in the RFP that are inconsistent with the provisions set forth in this Agreement, the terms of this Agreement shall prevail.

Section 2. Time of Performance. Consultant shall commence its services under this Agreement upon receipt of a written notice to proceed from City or upon the Commencement Date set forth above. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the Chief Information Officer or his designee.

Section 3. Compensation. City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services and/or goods required by this Agreement the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the

services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Consultant shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

Section 4. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Consultant. Consultant is and shall at all times remain, as to City, a wholly independent Consultant. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 6. Assignment and Subcontracting. This Agreement shall not be assigned in whole or in part, by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Party Representatives.

(a) Consultant: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without the prior written consent of City.

(b) City Representative. The City Manager or his designee shall represent City in the implementation of this Agreement.

Section 8. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's services under this Agreement. . All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any

manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 11. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

(b) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Professional Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to City in writing and be approved by City. Further, Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(c) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the services required by this Agreement.

(d) Consultant agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(e) Consultant shall require each of its sub-Consultants or sub-Consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(f) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(g) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(h) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth on Exhibit C, attached hereto and incorporated herein, or a form satisfactory to

the City Attorney and Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(i) The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(j) The insurance provided by Consultant shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Consultant hereby waives all rights of subrogation against City.

(k) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification.

(a) Consultant agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City from any claim, liability or financial loss (including without limitation, attorneys fees and costs) arising out of the acts or omissions of Consultant, its employees, agents, representatives, and/or subconsultants, whether intentional, reckless, negligent, or otherwise wrongful, in the performance of this Agreement.

(b) Consultant agrees to indemnify, hold harmless and defend the City, the City Council and each member thereof, every officer, employee and agent of the City from and against any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any claim that the technology and services provided by Consultant under this Agreement infringes upon any copyright, trade secret, trademarks, patent or other proprietary or intellectual property right of any third party.

Section 13. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid full compensation for all services performed by Consultant, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, Consultant shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid Consultant for the full performance of the services required by this Agreement. . Consultant shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Non-Disclosure.

(a) Pursuant to the terms of this Agreement, City may provide Consultant with certain documents and/or information, and/or access to certain documents and/or information including public safety documents and/or information (the "Information"), which was or will be obtained by the City pursuant to a License Agreement with a third party, or which is the proprietary information of the City, or which is not publicly known. Consultant, its employees, agents, representatives, Consultants and subconsultants shall hold the Information , which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential", private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the City,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties.

This section survives termination of this Agreement.

Section 18. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years or such other period as notified by the City, in writing, to Consultant. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same, and to inspect all data, documents, proceedings and activities.

Section 19. Notice. Any notice required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above or to such other addresses as the parties may designate in writing.

Section 20. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. Exhibits/Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated herein. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. No Third Party Beneficiaries. This Agreement and the obligations hereunder are not intended to benefit any party other than City and Consultant. Except

as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

Section 26. Equal Opportunity Employer. The Consultant shall be, and its suppliers of materials and services shall also be, an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

EXECUTED the _____ day of _____, 2010.

CITY OF BEVERLY HILLS
A Municipal Corporation

Nancy Krasne
Mayor of the City of Beverly Hills

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT

Name:
Title:

Name:
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide document conversion services (the "Services") for microfilm, microfiche and aperture cards, related to the City's Document Backlog project. The Services shall include, but are not limited to the following:

Tasks/Objectives:

1. Provide project management for the conversion services provided to the City.
2. To scan Microfilm, Microfiche and Aperture Cards identified by the City of Beverly Hills.
3. To properly index these document conversions as specified by the City. All documents are either a Community Development department permit or Community Development department plan.
4. To input the scanned images into the City's EMC Documentum document and records management system.
5. To create and finalize the application for the scanned records in the City's EMC Documentum document and records management system.

Conversion Details:

Task 1: All film shall be scanned by default at bi-tonal (black & white) at 200 DPI. Higher resolutions may be required to ensure the legibility of the document. Conversions shall be compressed TIFF format.

Task 2: Consultant shall conduct all preparation necessary to scan and release records into the EMC system including but not limited to records pickup, transport, handling, transmittals, and removal from media's files, jackets or boxes, removal of clips, post it notes.

Task 3: Consultant shall conduct all post conversion activities including but not limited to records drop off, transport, handling, transmittals, and inputting back into media's files, jackets or boxes, placing of clips, post it notes and transmit records back to the City in the same condition and sequence.

Task 4: Consultant shall ensure that all scanned documents are fully accessible and functional with all available features within the City's existing EMC Documentum ApplicationXtender/WebXtender applications.

Task 5: Consultant shall perform the conversion project in three phases:

- (a) Microfilm
- (b) Microfiche
- (c) Aperture Cards

Task 6: Consultant shall implement and monitor Quality Control procedures to ensure full conversion meets the Client's expectations. Prior to full conversion, Consultant shall perform sample testing for microfilm, microfiche, and aperture cards to ensure conversions meet City's full satisfaction.

Task 7: Consultant shall return the physical media to the City once film has been converted, uploaded and approved.

Task 8: Documents for conversion by description are as follows:

Document Description (Category/Type)	Location	# Images Category/Type)	Size
Microfilm	Community Development Dept.	1,402,000	16mm 35mm
Microfiche	Community Development Dept.	732,000	16mm 35mm
Aperture Cards	Community Development Dept.	85,000	

Task 9: Consultant shall create and upload conversions into a separate application in the EMC Documentum software called COMDEV—BS_FILM.

Task 10: Once conversion is completed, Consultant shall merge/copy the COMDEV—BS_FILM application into the department's master application "COMDEV—PROJECT_FILES" for search, view, print and other Documentum AX functionality.

Task 11: Consultant shall index all document conversions with the values as specified:

-Table appears on next page-

Application Name: COMDEV—BS_FILM						
#	Field Name	Required	Format	Field Length	Example	Notes
1	PERMIT NUMBER	No	Text	15	12312312	Leave blank if unknown
2	ADDRESS-NUMBER	Yes	Text	40	12345	Use address on first page of document
3	ADDRESS – STREET/DIRECTION	Yes	Text	30	Wilshire N.	Drop down UDL for street name and direction.
4	ADDRESS-UNIT/SUITE	No	Text	7	108	Leave blank if no info is found
5	NUMBER (ORD/AGR/RESO)	No	Numeric	10	1234567897	Not required
6	DOC TYPE	Yes	Text	28	UDL	Shall be either "PLANS" or "PERMITS" from drop down UDL
7	FILE CLASSIFICATION	No	Text	25	UDL	Not required
8	DESCRIPTION	Yes	Text	60	Smith Remodel	"Plans" description found in the title block on first page. "Permits" description found at top of document after the word "description:"
9	INTERNAL	Yes	Text	3	NO	Shall be default "NO" value.
10	DATE	Yes	Date	10	mm/dd/yyyy	Use the date found on the first page in the Document.

City Responsibilities include:

Task 1: Coordinating the pickup of microfiche, microfilm and aperture cards via transmittal sheets. Consultant and City shall both sign transmittals upon pickup and delivery of all documents.

Task 2: City shall review the images completed by Consultant and notify Consultant of any issues within 6 weeks of the project completion date. Consultant shall review and remedy all issues within 3 weeks of receipt or in such other time-frame agreed to by City.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant for the satisfactory performance of services required by this Agreement as set forth herein.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

Item	Amount	Payment
Microfilm Conversion Services	TBD	Upon Completion & Acceptance
Microfiche Conversion Services	TBD	Upon Completion & Acceptance
Aperture Cards Conversion Services	TBD	Upon Completion & Acceptance
Indexing Services	TBD	Upon Completion & Acceptance
Total	TBD	



EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

Exhibit C

ATTACHMENT C TO BID FORM

NON-COLLUSION AFFIDAVIT FOR PROPOSER

I _____ declare and state the following:

1. That I am the (owner, partner, representative, or agent) of _____ hereinafter referred to as the Proposer.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. That the officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this ____ day of ____ 20____, at _____, California.

Signed: _____

Title: _____

ADDENDUM #1 TO BID NO. 10-24

FEBRUARY 1, 2010

Let Date: Thursday, January 28, 2010, 5:00 p.m. (PST)

Bid Number: 10-24

Item Description: The City of Beverly Hills is accepting proposals from qualified firms to provide conversion services related to the City's Building and Safety microfilm, microfiche and aperture cards.

Open Date: Tuesday, February 9, 2010, at 2:00 p.m. (PST)

Question Period: Monday, February 1, 2010 through Monday, February 8, 2010 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: mgeddes@beverlyhills.org copy to tschwartz@beverlyhills.org.

City's response to requests and submissions of questions will take the form of Addenda, which will be emailed to all firms on the bidder's list by the next business day after receiving the question and will also be posted on the City's website.

MODIFICATION #1:

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Bid No. 10-24 / CONVERSION SERVICES
Attention: Mark Geddes
c/o Office of the City Clerk, Room 270
455 N. Rexford Drive
Beverly Hills, CA 90210

MODIFICATION #2:

Page 11, Section 5-2. - The table located in Section 5-2, has been replaced with the following table:

(table on next page)

5-2 Management/Conversion Services:

Document Description (Category/Type)	Location	# Images Category/Type)	Size
Microfiche	Community Development Dept.	1,402,000	16mm 35mm
Microfilm	Community Development Dept.	500,000	16mm 35mm
Aperture Cards	Community Development Dept.	95,000	

Cumulative Q&A: Below is the cumulative list of questions and answers submitted by potential bidders.

1. **Question :** Can we Fed Ex the Response?
Answer: Yes. Please also note MODIFICATION #1 above.

2. **Question:** In section 5-2, out of the 500,000 Microfilm images, what is the estimated count of 16 mm and what is the estimated count of 35mm? Can you also provide the average number of frames for each type of roll (16 and 35)?
Answer: There are 156 rolls with an estimated 500,000 images. The estimated count is unknown. The average number of frames for each type of role is not known.

3. **Question:** In section 5-2, out of the 1,402,000 Microfiche images, what is the estimated count of 16 mm and what is the estimated count of 35mm? Can you also provide the average number of images per fiche type (16 and 35)?
Answer: Assume 911,300 images for 16mm, and 490,700 images for 35mm. The average number of images is unknown.

4. **Question:** In section 5-2 are all images negative?
Answer: Yes.

5. **Question:** In section 5-2 what is the estimated number of large Format Images?
Answer: 65% of the total number of images are plan drawings.

6. **Question:** Does the City have an exportable table of the indexing information?
Answer: City does not have an exportable table for indexing information.

CITY OF BEVERLY HILLS
MICROFILM/MICROFICHE/APERTURE CARDS CONVERSION SERVICES
Bid No. 10-24

7. **Question:** Who generated the film?
Answer: One or more outside Graphics Firm generated the film.
8. **Question:** Is the film Blipped?
Answer: Assume the film is not blipped.
9. **Question:** Do the Aperture cards have a usable Hollerith Code?
Answer: Assume un-usable Hollerith Code.
10. **Question:** Can you provide a rough estimate on the number of images that are contained within a single microfiche card?
Answer: The number varies.
11. **Question:** Is the microfilm made up of 100' and/or 215' length reels or both and roughly how many of each?
Answer: See Question #2. Assume a 50/50 split.
12. **Question:** Are any of the microfilm rolls duplex (images on top and bottom of a frame)?
Answer: Assume the rolls are not duplexed.
13. **Question:** Do the aperture cards have more than one image per card, or are the total number of cards and images both 85,000? If more than one image per card will splitting be necessary?
Answer: There is one image per card.
14. **Question:** Are the plan sets mixed in with the permits on the 35 mm rolls and fiche?
Answer: Yes.
15. **Question:** As the permits will need to be separated into individual documents, what is the average number of pages per permit? Or can you tell us the estimated total number of permits in the archive that is being converted?
Answer: There is one permit per page. Assume 35% of the total images are permits.
16. **Question:** What is the average number of pages per plan set, or can you tell us the estimated total number of plan sets in the archive being converted?
Answer: Assume 65% of the total images are plan sets. Assume an average of 8 pages per plan set.
17. **Question:** It would appear from the Description field that the City only needs the information from the first plan in each set captured; can you confirm if this is correct?
Answer: Yes.
18. **Question:** Is the film, fiche and aperture cards masters or *diazo*?
Answer: Assume 90% are original films and 10% are duplicates. There are several types of film.

- 19. Question:** Is there a data base that can be used for the indexing?
Answer: No.
- 20. Question:** Does the respondent have to be an EMC Documentum software dealer?
Answer: No.
- 21. Question:** Does Exhibit C Certificate of Insurance have to be filled out?
Answer: No. Once awarded, the bid winner(s) must submit a compliant insurance certificate. This can be a completed form (Exhibit C), or a standard Acord form.
- 22. Question:** Would it be possible to stop by and view the rolls, fiche sheets, and aperture cards?
Answer: No.

ADDENDUM #2 TO BID NO. 10-24

FEBRUARY 2, 2010

Let Date:	Thursday, January 28, 2010, 5:00 p.m. (PST)
Bid Number:	10-24
Item Description:	The City of Beverly Hills is accepting proposals from qualified firms to provide conversion services related to the City's Building and Safety microfilm, microfiche and aperture cards.
Open Date:	<u>Tuesday, February 9, 2010</u> , at 2:00 p.m. (PST)
Question Period:	Monday, February 1, 2010 through Monday, February 8, 2010 @ 12:00 p.m. (Pacific) .
	All inquiries must be received via e-mail during this period. Emails must be sent to: mgeddes@beverlyhills.org copy to tschwartz@beverlyhills.org .
	City's response to requests and submissions of questions will take the form of Addenda, which will be emailed to all firms on the bidder's list by the next business day after receiving the question and will also be posted on the City's website.
NOTE TO VENDORS:	The Q & A portion of this Addendum is cumulative. New questions start with question number 23.

MODIFICATION #1:

Respondents to the RFP must submit three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Bid No. 10-24 / CONVERSION SERVICES
Attention: Mark Geddes
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Addendum #1 changed the original Room Number from 290 to 270. The City Clerk's Office has issued a notice that Room 290 is correct. This modification is a return to the original language of the RFP.

Cumulative Q&A: Below is the cumulative list of questions and answers submitted by potential bidders.

- 1. Question :** Can we Fed Ex the Response?
Answer: Yes. Please also note MODIFICATION #1 above.
- 2. Question:** In section 5-2, out of the 500,000 Microfilm images, what is the estimated count of 16 mm and what is the estimated count of 35mm? Can you also provide the average number of frames for each type of roll (16 and 35)?
Answer: There are 156 rolls with an estimated 500,000 images. The estimated count is unknown. The average number of frames for each type of role is not known.
- 3. Question:** In section 5-2, out of the 1,402,000 Microfiche images, what is the estimated count of 16 mm and what is the estimated count of 35mm? Can you also provide the average number of images per fiche type (16 and 35)?
Answer: Assume 911,300 images for 16mm, and 490,700 images for 35mm. The average number of images is unknown.
- 4. Question:** In section 5-2 are all images negative?
Answer: Yes.
- 5. Question:** In section 5-2 what is the estimated number of large Format Images?
Answer: 65% of the total number of images are plan drawings.
- 6. Question:** Does the City have an exportable table of the indexing information?
Answer: City does not have an exportable table for indexing information.
- 7. Question:** Who generated the film?
Answer: One or more outside Graphics Firm generated the film.
- 8. Question:** Is the film Blipped?
Answer: Assume the film is not blipped.
- 9. Question:** Do the Aperture cards have a usable Hollerith Code?
Answer: Assume un-usable Hollerith Code.
- 10. Question:** Can you provide a rough estimate on the number of images that are contained within a single microfiche card?
Answer: The number varies.
- 11. Question:** Is the microfilm made up of 100' and/or 215' length reels or both and roughly how many of each?
Answer: See Question #2. Assume a 50/50 split.

CITY OF BEVERLY HILLS
MICROFILM/MICROFICHE/APERTURE CARDS CONVERSION SERVICES
BID NO. 10-24

- 12. Question:** Are any of the microfilm rolls duplex (images on top and bottom of a frame)?
Answer: Assume the rolls are not duplexed.
- 13. Question:** Do the aperture cards have more than one image per card, or are the total number of cards and images both 85,000? If more than one image per card will splitting be necessary?
Answer: There is one image per card.
- 14. Question:** Are the plan sets mixed in with the permits on the 35 mm rolls and fiche?
Answer: Yes.
- 15. Question:** As the permits will need to be separated into individual documents, what is the average number of pages per permit? Or can you tell us the estimated total number of permits in the archive that is being converted?
Answer: There is one permit per page. Assume 35% of the total images are permits.
- 16. Question:** What is the average number of pages per plan set, or can you tell us the estimated total number of plan sets in the archive being converted?
Answer: Assume 65% of the total images are plan sets. Assume an average of 8 pages per plan set.
- 17. Question:** It would appear from the Description field that the City only needs the information from the first plan in each set captured; can you confirm if this is correct?
Answer: Yes.
- 18. Question:** Is the film, fiche and aperture cards masters or *diaz*?
Answer: Assume 90% are original films and 10% are duplicates. There are several types of film.
- 19. Question:** Is there a data base that can be used for the indexing?
Answer: No.
- 20. Question:** Does the respondent have to be an EMC Documentum software dealer?
Answer: No.
- 21. Question:** Does Exhibit C Certificate of Insurance have to be filled out?
Answer: No. Once awarded, the bid winner(s) must submit a compliant insurance certificate. This can be a completed form (Exhibit C), or a standard Acord form.
- 22. Question:** Would it be possible to stop by and view the rolls, fiche sheets, and aperture cards?
Answer: No.

- 23. Question:** If we have any proposed changes to the terms can we submit or do we have to accept the terms provided wholesale/in total no changes no exceptions. Thanks in advance for your response.
Answer: Please see the Bid Form which states: "Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection."
- 24. Question:** Does the selected vendor need to be local to Beverly Hills?
Answer: No.
- 25. Questions:** Can the film, fiche and aperture cards be shipped to the selected vendor's production facility?
Answer: No. The vendor is responsible for onsite transmittals, including pickup and delivery of the media for conversion.
- 26. Question:** What is the desired completion timeframe?
Answer: Within reasonable limits. The timeline is flexible based on the City's needs and the vendor's resources.
- 27. Question:** Can the selected vendor have remote access to the Documentum system?
Answer: No. All Documentum work will need to be completed onsite.
- 28. Question:** Is the fiche in jackets?
Answer: Yes.
- 29. Question:** Would you like an offshore option for indexing?
Answer: No.
- 30. Question:** Will the City need access to documents while offsite for conversion?
Answer: Yes.
- 31. Question:** Will the City provide all film, fiche and aperture cards for conversion at once or in batches?
Answer: This will be determined during implementation.
- 32. Question:** Are the document types and index fields already configured in Documentum?
Answer: No. See RFP Section 5.2 for explanation.
- 33. QUESTION:** In section 6-1-2, are you requesting two executed copies of the agreement?
ANSWER: The City requires two signed originals of the Agreement.
- 34. QUESTION:** In section 6-1-2, are you referring to the 9 page agreement?
ANSWER: Yes.

CITY OF BEVERLY HILLS
MICROFILM/MICROFICHE/APERTURE CARDS CONVERSION SERVICES
Bid No. 10-24

- 35. QUESTION:** In section 6-1-2, are you requesting three copies of the agreement?
ANSWER: No. To clarify, the City requires two signed originals of the Agreement as indicated in RFP Section 2-4.
- 36. QUESTION:** In section 6-1-2, if you are not requesting three copies of the agreement, how would you like us to identify which copy does not contain a copy of the agreement.
ANSWER: Enclose the two signed originals separate from the Bid Proposal.

ADDENDUM #3 TO BID NO. 10-24

FEBRUARY 4, 2010

Let Date:	Thursday, January 28, 2010, 5:00 p.m. (PST)
Bid Number:	10-24
Item Description:	The City of Beverly Hills is accepting proposals from qualified firms to provide conversion services related to the City's Building and Safety microfilm, microfiche and aperture cards.
Open Date:	<u>Tuesday, February 9, 2010</u> , at 2:00 p.m. (PST)
Question Period:	Monday, February 1, 2010 through Monday, February 8, 2010 @ 12:00 p.m. (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: mgeddes@beverlyhills.org copy to tschwartz@beverlyhills.org.

City's response to requests and submissions of questions will take the form of Addenda, which will be emailed to all firms on the bidder's list by the next business day after receiving the question and will also be posted on the City's website.

NOTE TO VENDORS: The Q & A portion of this Addendum is cumulative. New questions start with question number 37.

Cumulative Q&A:	Below is the cumulative list of questions and answers submitted by potential bidders.
1. Question :	Can we Fed Ex the Response?
Answer:	Yes. Please also note MODIFICATION #1 above.
2. Question:	In section 5-2, out of the 500,000 Microfilm images, what is the estimated count of 16 mm and what is the estimated count of 35mm? Can you also provide the average number of frames for each type of roll (16 and 35)?
Answer:	There are 156 rolls with an estimated 500,000 images. The estimated count is unknown. The average number of frames for each type of role is not known.
3. Question:	In section 5-2, out of the 1,402,000 Microfiche images, what is the estimated count of 16 mm and what is the estimated count of 35mm?

- Can you also provide the average number of images per fiche type (16 and 35)?
Answer: Assume 911,300 images for 16mm, and 490,700 images for 35mm. The average number of images is unknown.
4. **Question:** In section 5-2 are all images negative?
Answer: Yes.
5. **Question:** In section 5-2 what is the estimated number of large Format Images?
Answer: 65% of the total number of images are plan drawings.
6. **Question:** Does the City have an exportable table of the indexing information?
Answer: City does not have an exportable table for indexing information.
7. **Question:** Who generated the film?
Answer: One or more outside Graphics Firm generated the film.
8. **Question:** Is the film Blipped?
Answer: Assume the film is not blipped.
9. **Question:** Do the Aperture cards have a usable Hollerith Code?
Answer: Assume un-usable Hollerith Code.
10. **Question:** Can you provide a rough estimate on the number of images that are contained within a single microfiche card?
Answer: The number varies.
11. **Question:** Is the microfilm made up of 100' and/or 215' length reels or both and roughly how many of each?
Answer: See Question #2. Assume a 50/50 split.
12. **Question:** Are any of the microfilm rolls duplex (images on top and bottom of a frame)?
Answer: Assume the rolls are not duplexed.
13. **Question:** Do the aperture cards have more than one image per card, or are the total number of cards and images both 85,000? If more than one image per card will splitting be necessary?
Answer: There is one image per card.
14. **Question:** Are the plan sets mixed in with the permits on the 35 mm rolls and fiche?
Answer: Yes.

- 15. Question:** As the permits will need to be separated into individual documents, what is the average number of pages per permit? Or can you tell us the estimated total number of permits in the archive that is being converted?
Answer: There is one permit per page. Assume 35% of the total images are permits.
- 16. Question:** What is the average number of pages per plan set, or can you tell us the estimated total number of plan sets in the archive being converted?
Answer: Assume 65% of the total images are plan sets. Assume an average of 8 pages per plan set.
- 17. Question:** It would appear from the Description field that the City only needs the information from the first plan in each set captured; can you confirm if this is correct?
Answer: Yes.
- 18. Question:** Is the film, fiche and aperture cards masters or *diazo*?
Answer: Assume 90% are original films and 10% are duplicates. There are several types of film.
- 19. Question:** Is there a data base that can be used for the indexing?
Answer: No.
- 20. Question:** Does the respondent have to be an EMC Documentum software dealer?
Answer: No.
- 21. Question:** Does Exhibit C Certificate of Insurance have to be filled out?
Answer: No. Once awarded, the bid winner(s) must submit a compliant insurance certificate. This can be a completed form (Exhibit C), or a standard Acord form.
- 22. Question:** Would it be possible to stop by and view the rolls, fiche sheets, and aperture cards?
Answer: No.
- 23. Question:** If we have any proposed changes to the terms can we submit or do we have to accept the terms provided wholesale/in total no changes no exceptions. Thanks in advance for your response.
Answer: Please see the Bid Form which states: "Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection."
- 24. Question:** Does the selected vendor need to be local to Beverly Hills?
Answer: No.

- 25. Questions:** Can the film, fiche and aperture cards be shipped to the selected vendor's production facility?
Answer: No. The vendor is responsible for onsite transmittals, including pickup and delivery of the media for conversion.
- 26. Question:** What is the desired completion timeframe?
Answer: Within reasonable limits. The timeline is flexible based on the City's needs and the vendor's resources.
- 27. Question:** Can the selected vendor have remote access to the Documentum system?
Answer: No. All Documentum work will need to be completed onsite.
- 28. Question:** Is the fiche in jackets?
Answer: Yes.
- 29. Question:** Would you like an offshore option for indexing?
Answer: No.
- 30. Question:** Will the City need access to documents while offsite for conversion?
Answer: Yes.
- 31. Question:** Will the City provide all film, fiche and aperture cards for conversion at once or in batches?
Answer: This will be determined during implementation.
- 32. Question:** Are the document types and index fields already configured in Documentum?
Answer: No. See RFP Section 5.2 for explanation.
- 33. QUESTION:** In section 6-1-2, are you requesting two executed copies of the agreement?
ANSWER: The City requires two signed originals of the Agreement.
- 34. QUESTION:** In section 6-1-2, are you referring to the 9 page agreement?
ANSWER: Yes.
- 35. QUESTION:** In section 6-1-2, are you requesting three copies of the agreement?
ANSWER: No. To clarify, the City requires two signed originals of the Agreement as indicated in RFP Section 2-4.
- 36. QUESTION:** In section 6-1-2, if you are not requesting three copies of the agreement, how would you like us to identify which copy does not contain a copy of the agreement.
ANSWER: Enclose the two signed originals separate from the Bid Proposal.
- 37. Question:** Will City prepare boxes to be shipped and have them ready for vendor to pick up?
Answer: The City will prepare boxes for pickup.

- 38. Question:** Will the City provide a full manifest of contents for each batch?
Answer: No.
- 39. Question:** Could one fiche card contain both 16mm and 35mm frames?
Answer: No.
- 40. Question:** Is the index information found in a consistent place on the documents (ex. First page of document-top right corner etc.)?
Answer: The index fields and where they can likely be found are detailed in the scope of work.
- 41. Question:** Is any of the index information handwritten?
Answer: No.
- 42. Question:** Do images need to be cropped?
Answer: Images do not need to be cropped as this is not part of the scope of work.
- 43. Question :** Are the permits a form, if they are what percentage are typed.
Answer: The permits are typed on a form.
- 44. Question :** Is the first page of the plans a form, if they are what percentage are typed.
Answer: Plans vary depending on the architect/contractor submittals. Most information is typed; dates may be stamped or handwritten.

EXHIBIT B

COMPENSATION AND PAYMENT

City shall pay Consultant for the satisfactory performance of services required by this Agreement as set forth herein.

Consultant shall submit a monthly itemized statement to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

Item	Amount	Payment
Microfilm Conversion Services	\$12,500.00	Upon Completion & Acceptance
Microfiche Conversion Services	\$49,070.00	Upon Completion & Acceptance
Aperture Cards Conversion Services	\$19,000.00	Upon Completion & Acceptance
Indexing Services	\$81,814.57	Upon Completion & Acceptance
Total	\$162,384.57	



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
 ADDRESS: _____

ATTACHMENT C TO BID FORM

NON-COLLUSION AFFIDAVIT FOR PROPOSER

I Michael DeTommaso declare and state the following:

1. That I am the (owner, partner, representative, or agent) of FOVEONICS hereinafter referred to as the Proposer.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. That the officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this 18th day of FEB 2010, at EATONTOWN, NEW JERSEY, California.

Signed: Michael V DeTommaso

Title: C.F.O.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JW
FOVEO-1

DATE (MM/DD/YYYY)
02/01/10

PRODUCER
Keller Stonebraker Ins. (EC)
Ellicott City Office
3458 Ellicott Ctr. Dr. Ste 104
Ellicott City MD 21043
Phone: 410-461-0700 Fax: 410-465-8766

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Foveonics Imaging
Technologies, Inc.
1 Industrial Way West, Bldg D
Eatontown NJ 07724

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Chubb Group	41386
INSURER B:	Hartford Insurance Co	29424
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35855702	09/24/09	09/24/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		Professional Liab				PERSONAL & ADV INJURY	\$ 1,000,000
		\$2,000,000 limit	35855702	09/24/09	09/24/10	GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B		AUTOMOBILE LIABILITY	30UECIO4929	10/02/09	10/02/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		X coll deduct: \$500					
		X comp deduct: \$250					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	79829046	09/24/09	09/24/10	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71718771	09/24/09	09/24/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000
A		OTHER	35855702	09/24/09	09/24/10	E.L. DISEASE - POLICY LIMIT	\$ 500000
		Property Coverage				Limit	\$729,809
			SPECIAL FORM, INCL THEFT			Ded:	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

OFFIC10

Office of the City Clerk
Room 290
Attn: Mark Geddes
455 N. Rexford Drive
Beverly Hills CA 90210

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Springer McClure